



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
FEBRUARY 20, 2014
7:30 P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance With Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. PUBLIC HEARING
 - a. Discussion/Action regarding Resolution R2014-02-01 of the Village Board of the Village of Richfield to vacate and discontinue a portion of Riverview Drive on the petition by Randall B. Adamski to discontinue a 16x10' public way, generally located at 4831 Riverview Drive, pursuant to Wis. Stats. Sections 66.1003(2), 66.1003(8) and 840.11. The portion of the platted road right-of-way is part of the roadway known as Riverview Drive, as designated on the recorded plat of Friess Lake Grove, in part of the NW 1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.
6. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Plan Commission Report
 - d. Resolution, R2014-01-02, a resolution honoring the public service of former Admin. Josh Schoemann
 - e. Meeting Minutes:
 - i. January 23, 2014
 - f. New Operator License
 - g. Village Policies and Procedures:
 - i. Resolution R2014-02-02: Baseball Field Advertising Policy (Amendment)
 - ii. Resolution R2014-02-03: Escrow/Letters of Credit Policy (Amendment)
 - iii. Resolution R2014-02-04: Complaint Policy (Amendment)
7. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding a claim for 'recovery of unlawful tax' per Wis. Stats 74.35, for the property located at 609 Scenic Road (Tax Key: V10-1161)
 - b. Discussion/Action regarding the approval of a one-lot Certified Survey Map, located at 1320 Friess Lake Road (Tax Key: V10-0674-00A)
 - c. Discussion/Action regarding the Deed Restrictions for Bark Lake Estates subdivision
 - d. Discussion/Action regarding the Developer's Agreement for Bark Lake Estates subdivision
8. PUBLIC COMMENTS (...continued)
9. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

2



AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Margaret M. Runnells, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Architectural Review Board Agenda - Feb. 19, 2014

2) Plan Commission Meeting Agenda - Feb 20, 2014

3) Village Board Meeting Agenda - Feb 20, 2014
on Friday 2/14/14 (date), 1:00 P.M. (time), at the Village posting

locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield; and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

Margaret M. Runnells
Signature

February 14, 2014
Date

Personally came before me this 14 day
of February, 2014.

Carol J. Jels
Notary Public, State of Wisconsin
My commission expires 1-29-17

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

Signature

Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

5 a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

59

MEETING DATE: February 20, 2014

SUBJECT: Petition to vacate a portion of Richfield Drive
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION: AT THE CONCLUSION OF THE PUBLIC HEARING, WAS THERE SUFFICIENT EVIDENCE TO SUGGEST THAT THE REQUESTED PETITION DOES NOT LAND-LOCK THE ADJOINING PROPERTY OWNER?

ISSUE SUMMARY:

The Village recently received a formal petition by Mr. Randy Adamski to vacate a 10'x16' portion of a platted road right-of-way called a Lis Pendens which is controlled by Wisconsin Stats. Sections 66.1003(2), 66.1003(8) and 840.11.

At the December 19th Village Board meeting a motion was made to schedule a Public Hearing on January 23, 2014 at 7:30PM or 'as soon thereafter as practical'. Unfortunately given the required Class III Public Hearing Notice which is required for this type of a vacation petition (28 days lead time), Staff was unable to schedule the Public Hearing for until tonight's meeting, February 20, 2014 at 7:30PM.

Should the Village's Plan Commission decide to make a favorable recommendation to the Village Board based on the evidence produced at the Public Hearing, tonight the Village Board may consider acting on a formal resolution which has been prepared by our Village Attorney.

Given the complexity of this situation, and the uniqueness of the fact pattern, Village Attorney John Macy will be attending this meeting to help guide the discussion and answer any specific questions which may arise as a result of the information produced at the public hearing.

FISCAL IMPACT:

REVIEWED BY:

Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): Vacating of a portion of Village right-of-way
Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Lis Pendens, filed by Randall B. Adamski
2. Correspondence from Village Attorney John Macy on December 5, 2013 RE: Process and procedure for Lis Pendens petition
3. Information opposing the vacation of right-of-way provided by David Moeser
4. Resolution R2014-02-01, A Resolution of the Village Board of the Village of Richfield to vacate and discontinue a portion of Riverview Drive

STAFF RECOMMENDATION:

None.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

#

MEETING DATE: February 20, 2014

SUBJECT: Petition to vacate a portion of Richfield Drive
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator



Village Staff Member

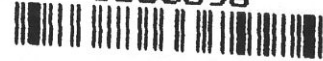


Interim Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

1350398



RECORDED
November 21, 2013 3:20 PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$30.00

LIS PENDENS

Document Number

Recording Area

Name and Return Address

Vanden Heuvel & Dineen, S.C.
246 S. 5th Avenue
West Bend, WI 53095

Parcel Identification Number


NOTICE OF PETITION TO VACATE PUBLIC WAY IN THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

PLEASE TAKE NOTICE that, the undersigned, as attorney for Randall B. Adamski, has submitted a Petition to Discontinue Part of a Public Way (Pursuant to Wis. Stats. Sections 66.1003 (2), 66.1003 (8) and 840.11) to the Village Board of the Village of Richfield, Washington County, Wisconsin, to vacate and discontinue a 10' by 16' portion of a platted road right of way. The portion of the platted road right of way is part of the road right of way known as Riverview Drive, as designated on the recorded plat of Freiss Lake Grove, in part of the NW1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Town of Richfield (now the Village of Richfield) Washington, County, Wisconsin.

Attached as Addendum A is a plat of survey showing the location of the 10' by 16' portion of the Riverview Drive road right of way to be vacated and discontinued. The legal description of the 10' by 16' portion of the Riverview Drive road right of way to be vacated and discontinued is attached as Addendum B.

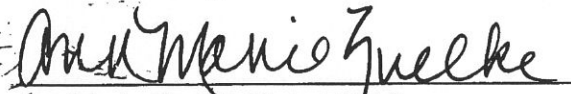
This Lis Pendens, is filed pursuant to Wis. Stats. 840.11 (1) for the purpose of notice to all titleholders and prospective titleholders that the above-described portion of a public way may be vacated.

Dated this 18th day of November, 2013.



Daniel R. Dineen, WI Bar No. 1017911
Attorney for Randall B. Adamski

Subscribed and sworn to before me this
18th day of November, 2013.

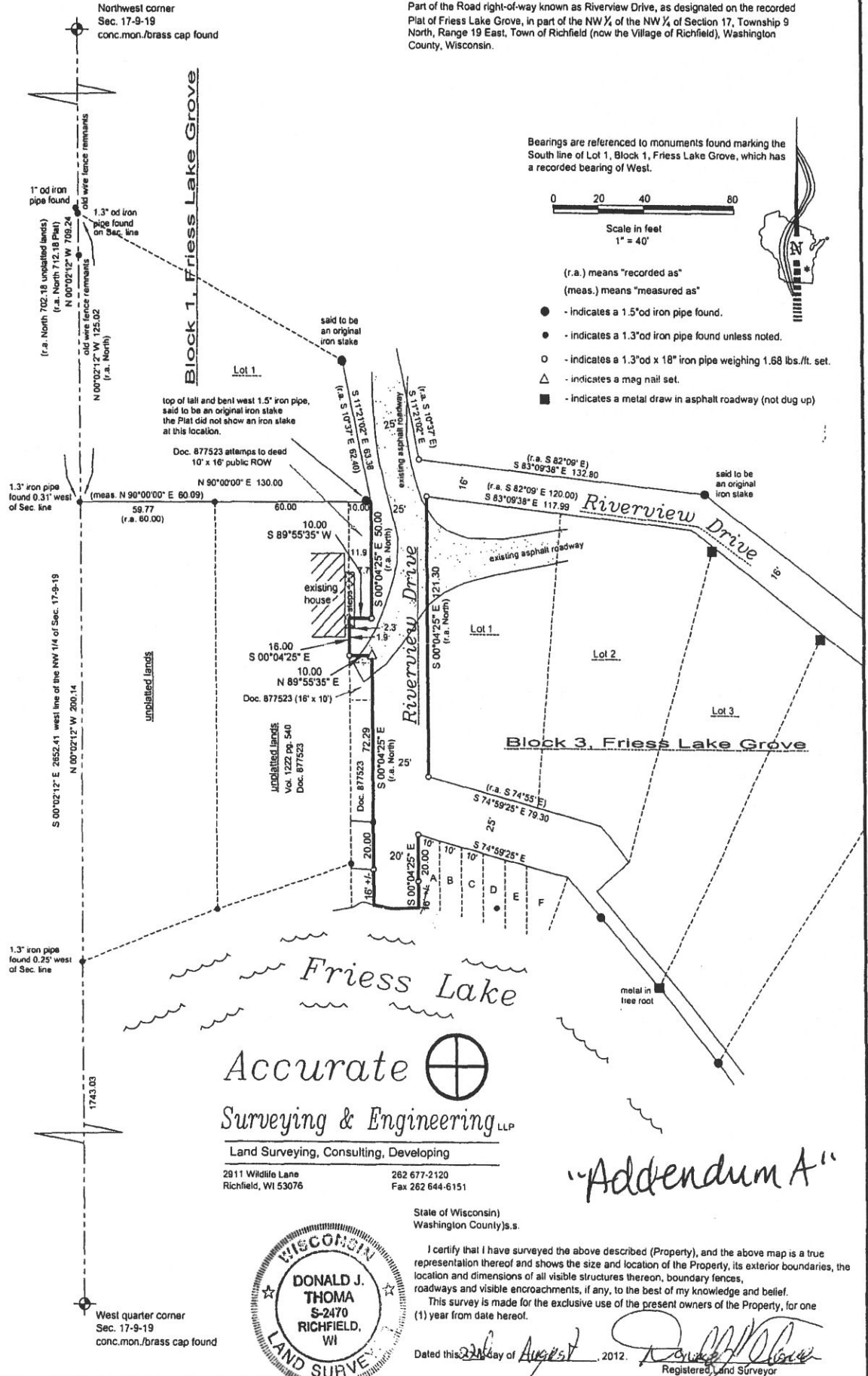


Ann Marie Zuelke, Notary Public
State of Wisconsin, County of Washington
My Commission Expires: 10/18/2015

Drafted by: Daniel R. Dineen
Vanden Heuvel & Dineen, S.C.
246 S. 5th Avenue
West Bend WI 53095
262-338-8874
dan@vhdllaw.com

Plat of Survey for Village of Richfield road right-of-way

Part of the Road right-of-way known as Riverview Drive, as designated on the recorded Plat of Friess Lake Grove, in part of the NW 1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Town of Richfield (now the Village of Richfield), Washington County, Wisconsin.



Accurate

Surveying & Engineering LLP

Land Surveying, Developing and Consulting

2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120 Fax (262)644-6151

November 4th, 2013

RE: Legal description 10' X 16' public right-of-way for Riverview Drive to be vacated

Part of the Road right-of-way known as Riverview Drive, as designated on the recorded Plat of Friess Lake Grove, in part of the NW1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Town of Richfield (now the Village of Richfield), Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the concrete monument with a brass cap marking the Northwest corner of said NW 1/4; thence S 00°02'12" E, along the monumented west line of said NW 1/4, 709.24 feet; thence N 90°00'00" E, along the monumented south line of Lot 1, Block 1, in said Friess Lake Grove, 130.00 feet, to a point in the west right-of-way line of Riverview Drive; thence S 00°04'25" E, along said west right-of-way line, 50.00 feet, to the point of beginning of lands herein described; thence continuing S 00°04'25" E, 16.00 feet; thence S 89°55'35" W, along said right-of-way line, 10.00 feet; thence N 00°04'25" W, along said right-of-way line, 16.00 feet; thence N 89°55'35" E, along said right-of-way line, 10.00 feet to the point of beginning.

"Addendum B"

PETITION TO DISCONTINUE PART OF A PUBLIC WAY
(Pursuant to Wis. Stats. Sections 66.1003 (2), 66.1003 (8) and 840.11)

TO: VILLAGE BOARD
VILLAGE OF RICHFIELD
WASHINGTON COUNTY, STATE OF WISCONSIN

The undersigned hereby petition the Village Board of the Village of Richfield, Washington County, Wisconsin, to vacate and discontinue a 16' by 10' portion of a platted road right of way. The portion of the platted road right of way is part of the road right of way known as Riverview Drive, as designated on the recorded plat of Freiss Lake Grove, in part of the NW1/4 of the NW 1/4 of Section 17, Township 9 North, Range 19 East, Town of Richfield (now the Village of Richfield) Washington, County, Wisconsin.

Attached to this petition as Addendum A is a plat of survey showing the location of the 16' by 10' portion of the Riverview Drive road right of way to be vacated and discontinued. The legal description of the 16' by 10' portion of the Riverview Drive road right of way to be vacated and discontinued is attached as Addendum B.

The discontinuance of the above-described public way will not result in a landlocked property or otherwise deprive any owner of access to Riverview Drive.

The undersigned represent that they are owners of all the frontage of the lots and lands abutting upon that portion of the public way sought to be discontinued, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits of the Village of Richfield.

Owners of abutting lots and lands:

Randall B. Adams
Name

4831 Riverview
Address

Lee Saulke
Name

4823 Riverview Dr
Address

Owners of lots and lands on Riverview Drive:

Loren Hoff
Name

4865 Hwy 167 Hubertus
Address

PETITION TO DISCONTINUE PART OF A PUBLIC WAY
(Pursuant to Wis. Stats. Sections 66.1003 (2), 66.1003 (8) and 840.11)

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WASHINGTON COUNTY, STATE OF WISCONSIN

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Owners of abutting lots and lands:

Randall B. Adams
Name

4831 Riverview
Address

Name

Address

Owners of lots and lands on Riverview Drive:

Loren Hoff
Name

4865 Hwy 167 Hubertus
Address

Richard J. Smith
Name

8802 Riverview Dr
Address

Dennis R. Rosh
Name

4821 Riverview Dr
Address

Gar Rode
Name

4809 Riverview Drive
Address

Barbara Smith
Name

4797 Riverview Drive
Address

Kurtine M. Woltman
Name

4835 Riverview Drive
Address

Sherry M. Miller
Name

4782 Riverview Drive
Address

John R. Miller
Name

4763 RIVERVIEW DRIVE
Address

Orlando Mason
Name

4759 Riverview Dr.
Address

Marge Randall
Name

4751 Riverview DR.
Address

James W. Ziegler
Name

4755 Riverview Dr.
Address

Joe A. Pugh
Name

4775 Riverview Dr.
Address

Russell Joe Atkins
Name

4771 RIVERVIEW
Address

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

Accurate Surveying & Engineering LLP

Land Surveying, Developing and Consulting

2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120 Fax (262)644-6151

November 4th, 2013

RE: Legal description 10' X 16' public right-of-way for Riverview Drive to be vacated

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LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**

720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: jmacy@ammr.net

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

RICK D. TRINDL
JULIE A. AQUAVIA
PAUL E. ALEXY
R. VALJON ANDERSON

December 5, 2013

Joshua Schoemann
Village Administrator/Clerk/Treasurer
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Portion of Riverview Drive
Discontinuance
Notice and Procedures**

Dear Mr. Schoemann:

I am writing to outline the procedures that will be necessary regarding this discontinuance, along with providing certain draft documents and other thoughts that I will describe as follows.

I have the following comments, questions, concerns and recommendations in this regard:

1. Notices. Notice must be provided, as I will describe further below. The notices must state when and where the resolution for discontinuance will be acted on and state what public ways will be discontinued.
 - a. *Lis Pendens*. The first step per Wisconsin Statutes Sections 66.1003(9) and 840.11, is to record a lis pendens with Washington County. The property owners have satisfactorily accomplished this step.
 - b. *Secretary of Transportation*. This discontinuance is within a quarter mile of a State trunk highway (167) so we are required to notify the State Secretary of Transportation. I will provide this notice in this regard, on request.
 - c. *Newspaper*. This notice must be published by a **Class 3 Notice** (three insertions) under Wisconsin Statute Chapter 985, as required by Section 66.1003(8), Wis. Stats. Enclosed is a draft of the notice that I have prepared for purposes of publication. It is my understanding that you will arrange for this publication following your ordinary practices in this regard. If you would like my assistance, please advise.
 - d. *Resolution*. The resolution must be prepared in a form that is ready to be acted upon by the Plan Commission and Village Board. (Draft attached.)

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Josh Schoemann, Village Adm/Clerk/Treasurer
December 5, 2013
Page 2

- e. *Hearing.* Once the foregoing procedures are accomplished, the public hearing should be held as scheduled. Following the hearing, the Village Board can act upon the resolution.
 - f. *Recording.* A certified copy of the resolution must be recorded in the office of the Register of Deeds, pursuant to Wisconsin Statutes Section 66.1003(9) and Section 840.11(2).
2. Timeline. There are a number of statutory requirements that must be satisfied, as you can see, and the timing is critical. The timeline shown below is for your consideration.

- December 19, 2013: Consider the petition filed by the interested parties. This could be shown on the agenda as follows:

Consideration and possible action to refer to the Village Plan Commission and schedule a public hearing with regard to a petition to discontinue part of a public way related to a 10 ft. x 16 ft. portion of Riverview Drive.

The motion that could be adopted by the Village Board at the meeting in this regard could be as follows:

I move that a public hearing be scheduled for January 16, 2014, at _____ p.m., or as soon thereafter as practicable, regarding the resolution to vacate and discontinue a portion of Riverview Drive, as described in the petition filed with the Village; and that this matter be referred to the Village of Richfield Plan Commission for recommendation to the Village Board, prior to the scheduled public hearing.

- December 20, 2013: Notify State Secretary of Transportation. I can do this for you on request.
- On or before December 26, 2013: Notice of hearing published in newspaper (first insertion). This must be published at least three weeks prior to the hearing. It is my understanding that you are handling this publication, however please advise if I can offer any assistance.
- On or before January 2, 2014: Notice of public hearing published in newspaper (second insertion). This must be published at least two weeks prior to the hearing. It is my understanding that you are handling this publication, however please advise if I can offer any assistance.
- On or before January 9, 2014: Notice of public hearing published in newspaper (third insertion). This must be published at least one week prior to the hearing. It is my understanding that you are handling this publication, however please advise if I can offer any assistance.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Josh Schoemann, Village Adm/Clerk/Treasurer
December 5, 2013
Page 3

- On or before the Village Board acts on January 16, 2014: The Village Plan Commission should consider the resolution to discontinue and make a recommendation to the Village Board. (Plan Commission review is required by Wisconsin Statutes Sections 61.35 and 62.23(5).)
- January 16, 2014: Hold the public hearing.
- January 16, 2014: The Village Board may then adopt the Resolution to discontinue the portion of road. A draft Resolution is attached for your review.
- January 17, 2014: (or promptly thereafter): Record a certified copy of the adopted resolution with the Register of Deeds. I understand that you will accomplish this recording, unless you provide the original executed certified document to me, with a request to record it. Please, if you record it directly, provide proof of recording to me for my file.

If you should have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours very truly,
ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

John P. Macy

John P. Macy

JPM/bes
Enclosures
L:\MyFiles\Richfield\Moser-Adamski\js.ltr.12-05-13

Dave Moser
5421 Summerland Dr
Appleton, WI 54915

February 3, 2014

Jim Healy
Village Administrator/Clerk/Treasurer
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Objection

Village of Richfield
Proportion of
Riverview Drive
Discontinuance.

Dear Mr. Healy:

I'm writing you to inform you that I formally object to the vacating of a portion of Riverview drive in the Friess Lake Grove subdivision. There are many issues that need to be discussed mainly my easement to access my property. The road in question is the only access to my property along with an easement over Mr Adamski property. The easement in question has been in place for more than ninety (90) years. I have attached portions of the Abstract of title dated 1853 where George Friess purchased the land from the United State Government. I don't want to bore you or the board with a long list of dates and entries of the chain of titles to date.

In 1924, William Radermacher purchased a metes and bounds lot from Joseph & Anna Friess, which today is owned by Randy Adamski . Mr Radermacher received a deed from Joseph & Anna Friess Document 132250, dated Nov 07, 1924. See attached deed. We must pay close attention to the wording on this deed, specifically the last paragraph as it reads.

"Excepting therefrom a ten feet wide driveway as now located on the above described price of land. Also granting the use of the present driveway approach to the above described piece of land over the lands of the parties of the first part in the northwest quarter of the said northwest quarter of section number seventeen (17)"

1. A ten foot wide driveway as now located on the above described price of land. THE EASEMENT.
2. Also granting the use of the present drive approach RIVERVIEW DRIVE . The portion which Mr Adamski is asking to have you vacate.
3. Over the lands of the parties of the first part in the northwest quarter of section seventeen.
4. The parties to the first part our Joseph and Anna Friess. Granting the use of the roads

Joseph and Anna Friess in June 1925 Doc 133767 dated June 18, 1925 sells a second metes and bounds lot to Andrew Schaller. Which today is owned by My mother Lillian Moser. Again we must pay close attention to the wording on the deed. Specifically the last paragraph and it reads.

"Also the use of the present driveway approach to the above described piece of land over the lands of the parties of the first part in the Northwest quarter of the said northwest quarter of section seventeen."

1. *Also the use of the present driveway approach, "Riverview drive" 16X10'.*

This is the same wording on the Radermacher and Schaller Deeds. Both of these land owners needed rights to access their property from hwy 167. This property was owed by Joseph and Anna Friess. *The parties of the first part.*

In 1927 the subdivision is created and filed with the state under statue 236. See attached map filed with the Washington county records office. Again we have to pay close attention to roads and the way the surveyor designed them. When we look at the proportion of Riverview drive in question, we see that the surveyor cut a 16'x10' road. *Why?* There can only be one reason for this. There were two metes and bounds lots that were sold before the creation for the subdivision. He places the 16'x10' road 50 feet off the NE Conner of lot one block one boundary line of the Friess Lake Grove subdivision and creates a 16 foot opening. The only reason for him to create this opening was from the easement wording on the Radermacher & Schaller Deeds. Your own Surveyor Donald Thoma of Accurate Surveying & Engineering places the 16'X10' opening in the same place as is was in 1927 see atteached exhibit 1A. Also Schaller deed is attached with current owner Lillian Moser.

Again the wording from the Mr Radermacher Deed.

"Excepting therefrom a ten feet wide driveway as now located on the above described price of land. Also granting the use of the present driveway approach to the above described piece of land over the lands of the parties of the first part in the northwest quarter of the said northwest quarter of section number seventeen (17)"

As we follow the wording on the chain of titles, it's the same. In 1950, Document 208809 quit claim deed to Joseph and Frances Klose has the same easement wording. See attached deed.

In 1956, on Document 232915, the same easement wording was on the termination of the joint tenancy certificate, between Joseph Klose and his wife Frances. See attached deed.

In 1985, Document 482434, Richard Eichmueller sells his property to Mathias Nock jr, again who has the same easement wording. See attached deed.

In 1989, Document 540271, Mathias Nock sells his property to his son Maithias A,Nock, again who has the same easement wording. See attached deed.

Now this is where Adamski buys the above described property and the wording on the Adamski property deed changes.

In 1992, Document 609409, Mathias A. Nock sells his property to Randall Adamski. The only difference is the easement wording is removed from the deed and a new easement is created and described on page two by moving the easement AND Riverview drive south 77.16'. See attached deed. I'm sure your counsel has looked over the chain of title. Mr. Adamski cannot change his deed for future plans and or his convenience. His deed needs to be corrected.

In 2001, Document 877523, Mr. Adamski purchases 10'x50' piece of land from Betty Wolf and Adelle Rouse. I'm not sure if Betty and Adelle had the right to sell it. The land was deeded in 1927 as part of the Friess Lake Grove subdivision clearly spelled out in the boundaries of the subdivision.

In document 877523, Mr. Adamski moves the easement AND Riverview Drive one more time. In this document he records 69.16' to the 16x10' opening and moving Riverview Drive 9.16' feet to the south. As noted by your surveyor, Donald Thoma, "Mr. Adamski attempts to deed 16x10' known as Riverview Drive in document 877523", which I believe you have taken back and recorded properly. See Attached deed and survey. Survey Exhibit 1A.

Its very clear where the easement is located to my property, ten feet wide driveway as now located on the above described piece of land. The surveyors in 1927 placed Riverview drive 16x10' approach for one reason: only as the road to enter the only two metes and bounds lots in the Friess Lake Grove Subdivision.

The surveyors could have placed the Riverview Drive 16x10' opening anywhere along Riverview Drive. But they didn't. Why? Because they could see where Radermacher & Schaller had made the 10 foot wide driveway they were using to cross the properties. The surveyors designed the 16x10' opening for one reason only, which was to give access to my property and vacating this opening would land lock the Moser property.

Early Subdivision, plat of survey by W.M Turtenwald shows that the surveyor was plotting the planned Friess Lake Grove subdivision under Chapter 236 for his clients Joseph & Anna Friess. You can see in the plot he makes note to Radermacher & Schaller parcels. What you don't see on the early plot is the Driveway approach. He only plots Riverview Drive. It's later on the certified recorded plat of Friess Lake Grove subdivision that adds the 16x10' driveway approach and places it where Schaller and Radermacher had created their 10 feet wide driveway as indicated by their deeds, and has been using for three years prior to the recorded plat of the Friess Lake Grove Subdivision. See Exhibit 2A.

Also see attached certified recorded survey map of Friess Lake Grove. Exhibit 3A.

I hired Capital Survey Enterprises to do a complete survey of the area in question. You can see by the survey that Mr. Adamski is encroaching the public road known as Riverview Drive. Current zoning regulations requirement is a 15' foot setback. See Exhibit 4A

Mr.Adamski is asking you to vacate this section of Riverview Drive. Let's not forget that Mr. Adamski is the one that removed the previously existing dwelling and violated the provision in the Zoning Ordinance that requires redevelopment of a lot to meet all setback and other requirements.

I'm objecting to the vacating of the proportion of Riverview Drive Described as 16x10' Drive approach that Mr. Adamski is requesting because this will land lock my property. Chapter 66.1003 (4) States." No discontinuance of a public way under this subsection may result in a landlocked parcel of property." If you follow the chain of title it's clear as to where the easement and driveway approach has been for more than 90 years.

It was Mr. Adamski responsibility to make sure he was not encroaching or building on Riverview Drive. But it appears that he had some knowledge of this or he wouldn't have made so many attempts to move Riverview Drive.

Vacating this road is not the answer.

Sincerely,

Dave Moser

Adamski 1924
William Radermacher

Joseph & Anna
Friess. Sells to
William
Radermacher, 1924

This Indenture, Made this First day of November A. D., 1924
between Joseph Friess and Anna Friess his wife of Washfield, Washington Co.
and State of Wis. part of the first part, and
William Radermacher of Washfield, Washington Co. and State of Wisconsin
part of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of...

Five Hundred Dollars

to them in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part of the second part, his heirs and assigns forever, the following described real estate, situated in the County of Washington and State of Wisconsin, to-wit:

Commencing at the point on the West line of the Northwest quarter of section number sixteen (16) Township number Nine (9) North, Range number Nineteen (19) East, the said point being 72.12 feet south of the northwest corner of the said North West quarter of section number sixteen (16) and running thence back 66 feet to a point the said point being the place beginning of the description running thence East 66 feet, thence South and parallel to the West line of the said Northwest quarter of section number sixteen (16) 127.12 feet to the shore line of Friess Lake, thence S. 72.22° W. along the shore line of the said Friess Lake 63.12 feet, thence North and parallel to the West line of the said Northwest quarter of section number sixteen (16) 176.24 feet to the place of beginning, containing 0.22 acres, excepting therefrom a 60 feet wide driveway as now located on the above described premises and also granting the use of the present driveway appurtenant to the above described premises from the lands of the parties of the first part in the Northwest quarter of the said Northwest quarter of section number sixteen (16).

1924 Radermacher
Deed 132250.
First Easement.
Current owner
Adamski

(S. & D. Rev. Stamp)

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said part of the second part, and to his heirs and assigns FOREVER.

And the said Joseph Friess and Anna Friess his wife

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said part of the second part, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part of the first part have hereunto set their hands and seals this First day of November, A. D., 1924.

SIGNED AND SEALED IN PRESENCE OF

Michael Bauer } Joseph Friess (S&A)
Richard W. Hacklath } Anna Friess (S&A)
(S&A) (S&A)

State of Wisconsin,

Washington County, ss.

Personally came before me, this First day of November, A. D., 1924 the above named Joseph Friess and Anna Friess his wife

to me known to be the person who executed the foregoing Instrument and acknowledged the same.

Received for Record this 7 day of

Nov. A. D., 1924, at Washfield

W. J. Line Register of



Richard W. Hacklath
Notary Public Washington County, Wis.

My Commission expires Dec. 1, 1925

guardian of the minor children of said deceased, and that all such loans have been fully paid.

2 witnesses

Martin Schottler.

Ackn. August 25, 1923.

Recorded August 29, 1923.

⁴⁰
(38)
Volume
93-Deeds-622
#130095

NICK J. FRIESS &
JOSEPHINE FRIESS

to

JOSEPH FRIESS

WARRANTY DEED. Cons. \$1.00

N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec.
17 T. 9 N. of R. 19 East.

Dated and ackn. Oct. 22, 1923.
Recorded Oct. 24, 1923.

⁴¹
(40)
Volume
95-Deeds-514
#132250

JOSEPH FRIESS &
ANNA FRIESS, his wife

to

WILLIAM RADERMACHER

WARRANTY DEED. Cons \$500.00

Commencing at a point in the West
line of the Northwest Quarter of
Section 17, Township 9 North, of
Range 19 East, the said point
being 702.18 feet South of the
Northwest corner of the said NW $\frac{1}{4}$
of Section 17, and running thence
East 60 feet to a point, the said
point being the place of beginning

Page from Abstract dated
1853 Radermacher
Purchase.

of this description; running thence East 60 feet; thence
South and parallel to the West line of the said NW $\frac{1}{4}$ of
Section 17, 157.75 feet to the shore line of Friess Lake;
thence South 73 degrees 32 minutes West along the shore
line of the said Friess Lake 63.15 feet; thence North and
parallel to the West line of the said NW $\frac{1}{4}$ of Section 17,
176.24 feet to the place of beginning, containing 0.23
acres, excepting therefrom a ten feet wide driveway as now
located on the above described parcel of land. Also grant-
ing the use of the present driveway approach to the above
described parcel of land over the lands of the parties of
the first part in the NW $\frac{1}{4}$ of the said NW $\frac{1}{4}$ of Section 17.

Radermacher 1924
Easement.
Currently owner
Adamski

Dated and ackn. Nov. 1, 1924.
Recorded Nov. 7, 1924.

⁴²
(41)
Volume
96-Deeds-267
#133767

JOSEPH FRIESS &
ANNA FRIESS, his wife

to

ANDREW SCHALLER

WARRANTY DEED. Cons. \$500.00

Commencing at a point in the west
line of the NW $\frac{1}{4}$ of Sec. 17, T. 9
N. of R. 19 East, the said point
being 702.18 feet South of the
Northwest corner of the said NW $\frac{1}{4}$

1925 Purchase
from Joseph and
Anna Friess

said NW $\frac{1}{4}$ of Section 17, 176.24 feet to the shore line of Friess Lake; thence South 68 degrees 28 minutes West along the shore line of the said Friess Lake 64.75 feet to the West line of the NW $\frac{1}{4}$ of the said Section 17, thence North on the West line of the said NW $\frac{1}{4}$ of Section 17, 200 feet to the place of beginning, 0.259 acre. *acreage*

1925 Schaller
Easement. Curent
owner Lillian Moser

Also granting the use of the present driveway approach to the above described parcel of land over the lands of the party of the first part in the NW $\frac{1}{4}$ of said NW $\frac{1}{4}$ of Section 17. *Easement*

Dated and ackn. June 18, 1925.
Recorded June 23, 1925.

ANDREW SCHALLER
unmarried
to
HOME SAVINGS BANK

MORTGAGE.

Mortgages the same real estate as is described at Vol. 96 of Deeds on Page 267, being Entry No. 41 of this Abstract.

To secure the payment of \$2500.00 as per one note.

Dated June --- 1925.
Ackn. August 1, 1925.
Recorded August 4, 1925.

JOSEPH FRIESS &
ANNA FRIESS, his wife

WARRANTY DEED. Cons. \$500.00

to
GEORGE J. FITTING &
IDA FITTING, as husband
and wife and the survivor

A parcel of land of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17 T. 9 N. of R. 19 bounded and described as follows: Commencing at a point in the West line of the said NW $\frac{1}{4}$ of Section 17, the said point being 1205.29 feet South of the Northwest corner of the said NW $\frac{1}{4}$ of Section 17, and running thence East and parallel to the North Line of the said NW $\frac{1}{4}$ of Section No. 17, 446.61 feet to a point, the said point being the place of beginning of this description:- running thence North 16 degrees 19 minutes West 155.20 feet, thence North 69 degrees 41 minutes West 50 feet, thence South 17 degrees 49 minutes West 118.95 feet, thence South 31 degrees 21 minutes East 50 feet to the place of beginning, containing 01.60 acres of land.

Dated and ackn. August 4, 1925.
Recorded August 12, 1925.

June 1925
107
(42)
Volume
84-Mtgs-191
#134018

108
(43)
Volume
96-Deeds-364
#134118

Aug 1925

That he made said survey, subdivision and map by order of Joseph Friess and Anna Friess, his wife, George J. Fitting and Ida Fitting, his wife, Harold Williams and Bonnie Williams, his wife, A. W. Richter and Anna Richter, his wife.

That the within map is a correct representation of the exterior boundaries of the land surveyed and the divisions thereon made.

That he has fully complied with the provision of Chapter 236 of the Revised Statutes of Wisconsin.

Dated and acknowledged Aug. 26, 1927.

Signed and acknowledged by the owners on August 26, 1927.

Approval of the Town Board of the Town of Richfield attached.

Approval of the State Board of Health attached.

Recorded October 11, 1927.
Volume 5 of Maps on page 17.

114
49.

Taxes for the year 1927 and for all prior years have been paid.

115
50.

JUDGMENTS AND MECHANIC'S LIENS.

I find no unsatisfied judgments or mechanic's liens of record in the office of the Clerk of the Circuit Court of Washington County, as of the 21st day of April, A. D. 1928, at 5:00 o'clock P.M., against any of the owners of said real estate during the ten years last past.

0 20 40 80

Scale in feet
1" = 40'

(meas.) means "measured as"

- Block 1, Friess Lake

Lot 1

top of tall and bent west 1.5" iron pipe,
said to be an original iron stake
the Plat did not show an iron stake
at this location.

Doc. 877523 attempts to deed
10' x 16' public ROW

N 90°00'00" E 130.00

(r.a. 60.00)

S 89°55'31"

existing
house

Doc. 877523 (16' x 10')

unplatted lands

Vol. 1222 pg. 540

Riverview Drive

Lot 1

Lot 2

Lot 3

Block 3, Friess Lake Grove

Friess Lake

Accurate 
Surveying & Engineering LLP



VOL 240 PAGE 360

232915

State of Wisconsin, County Court, Washington County

IN THE MATTER OF THE JOINT TENANCY IN LANDS OF

CERTIFICATE OF TERMINATION
OF JOINT TENANCY.Joseph Klose, Deceased.The application of Francois Rose Klosefor a certificate of the termination of the joint tenancy of Joseph Klose

in the real estate hereinafter described, coming on for hearing at this time, (upon waiver of parties in interest);

And it appearing that Notice thereof has been given in accordance with law;

And it satisfactorily appearing by the verified petition of said applicant, who is legally interested in said matter, and by the testimony taken, that such certificate may be issued;

Therefore, I, Hilton L. Meister, County Judge of Washington County,Wisconsin, do hereby certify that Joseph Klosea resident of Hubertus, Wisconsin, died on the 17th day ofJuly, 1955;

That said decedent at the time of his death owned and was seized of a joint tenancy with

Francois Rose Klose

in the real estate situated in the County

of Washington, and State of Wisconsin, described as follows, to-wit: Property described as commencing at a point in the West line of the Northwest Quarter of Section Seventeen, Township Nine North, of Range Nineteen East, the said point being 702.10 feet south of the Northwest corner of said Northwest Quarter of Section Seventeen and running thence East 60 feet to a point, the said point being the place of beginning of this description; running thence East 60 feet; thence South and parallel to the West line of the said Northwest Quarter of Section Seventeen, 157.75 feet to the shore line of Frisco Lake; thence South 73 degrees 32 minutes East along the shore line of the said Frisco Lake 63.15 feet; thence North and parallel to the West line of the said Northwest Quarter of Section Seventeen, 157.75 feet to the place of beginning, containing .23 acres. EXCEPTING therefrom a ten foot wide driveway as now located on the above described piece of land. Also granting the use of the present driveway approach to the above described place of land over the lands of the portion of the first part in the Northwest Quarter of the said Northwest Quarter of Section Seventeen.

which was acquired by instrument recorded as follows: Quit Claim Deed # 200809 and recorded with the Register of Deeds of Washington County in Vol. 177 on page 616

That said estate was not subject to an inheritance tax, (which has been duly paid)

And that such joint tenancy of said Joseph Klosein the real estate hereinbefore described was terminated, as of the date of death, and that Francois Rose Klose

is the surviving joint tenant.

IN TESTIMONY WHEREOF, I, HILTON L. MEISTER

Judge of said Court, have signed these presents and affixed the seal of the

Court hereto, at the City of West BendIn said County, this 10th day of July, 1955.File No. 7-55Recorded in Vol. 177

Judge.

DOCUMENT NO

482434

STATE BAR OF WISCONSIN FORM 1--1982

WARRANTY DEED

dc, 866 PAGE 430

THIS SPACE RESERVED FOR RECORDING DATA

Adamski, current owner.

This Deed, made between RICHARD C. EICHMUELLER
AND CONCETTA M. EICHMUELLERGrantor,
and MATHIAS NOCK, JR., and ELISABETH NOCK,
husband and wife

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in Washington
County, State of Wisconsin:That part of the Northwest One-quarter (1/4) of the
Northwest One-quarter (1/4) of Section Seventeen (17)
in Township Nine (9) North, of Range Nineteen (19)
East, in the Town of Richfield, County of Washington, State of Wisconsin,
which is bounded and described as follows:Commencing at a point in the West line of the Northwest One-quarter (1/4)
of Section Seventeen (17), in Township Nine (9) North, of Range Nineteen (19)
East; the said point being 702.18 feet South of the Northwest corner of said
Northwest One-quarter (1/4) of Section Seventeen (17), and running thence
East 60 feet to a point; the said point being the place of beginning of this
description; running thence East 60 feet; thence South and parallel to the
West line of the said Northwest One-quarter (1/4) of Section Seventeen (17),
157.75 feet to the shore of Friess Lake, thence South 73° 32' West along the
shore line of the said Friess Lake 63.15 feet, thence North and parallel to
the West line of the Northwest One-quarter (1/4) of Section Seventeen (17),
176.24 feet to the place of beginning, excepting therefrom a 10 foot wide
driveway as now located on the above described piece of land. Also granting
the use of the present driveway approach to the above described piece of land
over the lands of the parties of the first part in the Northwest One-quarter
(1/4) of Section Seventeen (17).THIS DEED IS GIVEN IN FULFILLMENT OF LAND CONTRACT DATED JULY 28, 1982 AND
RECORDED JULY 29, 1982 ON ~~776~~ VOL. 776 OF RECORDS ON PAGE 54, AS DOCUMENT NO.
446304. This is not homestead property. ADDRESS: 4831 Riverview Drive
Richfield, WisconsinTogether with all and singular the hereditaments and appurtenances thereto belonging:
And Richard C. Eichmueller and Concetta M. Eichmueller
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except as to municipal
and zoning ordinances and recorded easements located adjacent to side and rear lot
lines, recorded building and use restrictions and covenants and general taxes after
July 28, 1982
and will warrant and defend the same.

Dated this

24th

day of

August 24

19 85.

(SEAL)

Richard C. Eichmueller

(SEAL)

(SEAL)

Richard C. Eichmueller

Concetta M. Eichmueller

(SEAL)

AUTHENTICATION

Signature(s) ..

authenticated this .. day of .. 19..

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

EARLE W. FRICKER, ATTORNEY
FRICKER & BAILEY(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County.

Personally came before me this 24th day of
August, 1985, the above namedto me known to be the person J. who executed the
foregoing instrument and acknowledge the same.

Notary Public

My Commission is permanent (if not, state expiration
date: 1/15/1989)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1--1982Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

540271

Contract by and between Mathias Nock Jr. and
Elisabeth Nock, husband and wife

..... ("Vendor",
whether one or more) and Mathias A. Nock

..... ("Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full per-
formance of this contract by Purchaser, the following property, together with the
rents, profits, fixtures and other appurtenant interests (all called the "Property"),
in Washington County, State of Wisconsin:

That part of the Northwest One-quarter (1/4) of the
Northwest One-quarter (1/4) of Section Seventeen (17),
in Township Nine (9) North, of Range Nineteen (19) East,
in the Town of Richfield, County of Washington, State of
Wisconsin which is bounded and described as follows;

Commencing at a point in the West line of the Northwest One-quarter (1/4) of Section
Seventeen (17), in Township Nine (9) North, of Range Nineteen (19) East; the said point
being 702.18 feet South of the Northwest corner of said Northwest One-quarter (1/4) of
Section Seventeen (17), and running thence East 60 feet to a point; the said point being
the place of beginning of this description; running thence East 60 feet; thence South and
parallel to the West line of the said Northwest One-quarter (1/4) of Section Seventeen
(17), 157.75 feet to the shore of Friess Lake, thence South 73° 32' West along the shore
line of the said Friess Lake 63.15 feet; thence North and parallel to the West line of
the said Northwest One-quarter (1/4) of Section Seventeen (17), 176.24 feet to the place
of beginning, excepting therefrom a 10 foot wide driveway as now located on the above
described piece of land. Also granting the use of the present driveway approach to the
above described piece of land over the lands of the parties of the first part in the
Northwest One-quarter (1/4) of Section Seventeen (17).

This is not
(is) (is not) homestead property.

4680 N. Friess Lake Dr.
Hubertus, WI 53033

Purchaser agrees to purchase the Property and to pay to Vendor at the sum of \$ 50,000.00 in the following manner: (a) \$ 30,000.00 at the execution of this Contract; and (b) the balance of \$ 20,000.00 hereof on the balance outstanding from time to time at the rate of Zero (00%) per cent per annum until paid in full, as follows:

Purchaser to pay sum of \$20,000.00 within five (5)

years of this Land Contract. There shall be no escrow held by Vendor
for the payment of taxes and insurance and Purchaser shall pay same
when due and provide Vendor with proof of payment.

Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of
December, 1993 (the maturity date).

Following is the schedule for payment of the balance of the purchase price of the Property, together with interest from date
hereof on the balance outstanding from time to time at the rate of Zero (00%) per cent per annum until paid in full, as follows:

Purchaser shall pay to Vendor the sum of \$20,000.00 within five (5) years of this Land Contract. There shall be no escrow held by Vendor
for the payment of taxes and insurance and Purchaser shall pay same when due and provide Vendor with proof of payment.

Payments shall be applied first to interest on the unpaid balance of the purchase price and then to principal. Any
amount may be prepaid without premium or fee upon principal at any time after January 31, 1993.

In the event of any prepayment of the purchase price, the balance of the purchase price shall be reduced by the amount of the prepayment and the balance of the purchase price shall be paid in full on or before the maturity date of the purchase price.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser
for examination except: NONE

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall
be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property immediately 19.....
*Cross Out One

Easement 1989

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$20,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: as to municipal and zoning ordinances and recorded easements for public utilities located adjacent to side and rear lots lines, recorded building and use restrictions and covenants and general taxes for the year of closing.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 2nd day of March, 1989.

Mathias Nock, Jr. (SEAL)

Mathias Nock, Jr.

Elizabeth Nock (SEAL)

ELIZABETH NOCK

Mathias A. Nock (SEAL)

Mathias A. Nock

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Gerhard J. Nock

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Washington County.

Personally came before me this 2nd day of March, 1989, the above named

Mathias Nock, Jr. and

Elizabeth Nock and

Mathias A. Nock

to me known to be the person A who executed the foregoing instrument and acknowledge the same.

Carol J. Keil

Notary Public Washington County, Wis.

My Commission expires _____

date: 2/2, 1989

DOCUMENT NO.
609409

STATE BAR OF WISCONSIN FORM 1-1982
WARRANTY DEED
VOL **1222** PAGE **540**

THIS SPACE RESERVED FOR RECORDING DATA

This Deed, made between Mathias A. Nock,
a single person
and Randall B. Adams Grantor,
Grantee,
Witnesseth, That the said Grantor, for a valuable consideration.....
conveys to Grantee the following described real estate in Washington
County, State of Wisconsin:

RECORDED
Aug 13 8 30 AM '92
Ready & Binding
OF WIS.
REC'D
FBI

RETURN TO Randall Adams
4836 Riverside Dr.
Hubertus WI 53033

Tax Parcel No: T. 10-0456

That part of the Northwest Quarter of the NORTHWEST Quarter (NW 1/4 NW 1/4) of Section Seventeen (17), Township Nine (9) North of Range Nineteen (19) East, Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Northwest Corner, Section 17-9-19; thence South on the West line of the Northwest 1/4 of said section, 702.18 feet; thence East 60.00 feet to the point of beginning of this description; thence continuing East, 60.00 feet; thence South, 157.75 feet; thence South 63 degrees 55 minutes West on meander line on the shore of Friess Lake, 66.80 feet; thence North and parallel with the west line of the said Northwest 1/4 of Section 17, 187.12 feet to the point of beginning, including lands lying between the meander line and shore of Friess Lake, bounded on the East and West by the lines bearing South and North extended southerly to the shore of the lake.

(CONTINUED ON REVERSE SIDE)

This is not homestead property.
(is) (is not)

TRANSFER
\$ 345.00
FEE

Together with all and singular the hereditaments and appurtenances therunto belonging;

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except municipal & zoning ordinances, recorded easements for public utilities, recorded building & use restrictions & covenants, & general taxes levied in 1992 & thereafter.

and will warrant and defend the same.

Dated this 5TH day of August, 1992

(SEAL)

Mathias A. Nock (SEAL)

Mathias A. Nock

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) of Mathias A. Nock

authenticated this 5TH day of August, 1992

Attorney Robert C. Salzer
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Gerhard J. Nock
Broker

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

ss.
County.

Personally came before me this day of
....., 19..... the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: 10.....)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1-1982

Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.

1992 Adamski
Deed. Easement
wording removed.

609409

V-1222 P-540A


042-551..

1110000

SUBJECT TO an easement granted to others for the purposes of ingress/egress, the centerline described as follows:

Commencing at the northwesterly corner of the above described lot; thence South, 77.16 feet to the beginning of the easement; thence East, 60 feet to the East line of the above described property.

1992 Adamski
deed page 2,
Moved easement
and Riverview Dr
south 27.16 Feet.



STATE BAR OF WISCONSIN FORM 1 - 1998
WARRANTY DEED

Document Number

This Deed, made between Betty J. Wolf and Adelle T. Rouse

Grantor, and Randall B. Adamski f/k/a Randall B. Adams

Grantee.

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate in Washington County, State of Wisconsin (The "Property"):

See attached Exhibit "A" for legal description.

TRANSFER
\$ 1.50
FEE

This deed should attach to Warranty Deed recorded in the Washington County Registry in Volume 1222 of Records on page 540, as Document No. 609409 and hereafter this will be treated as 1 parcel under Tax Key No. T.10-0456.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated this 29th day of January, 2001.

Betty J. Wolf
* Betty J. Wolf

Adelle T. Rouse
* Adelle T. Rouse

AUTHENTICATION

Signature(s) Betty J. Wolf

authenticated this 29th day of January, 2001

Daniel R. Dineen

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Daniel R. Dineen, SBN 1017911
Vanden Heuvel & Dineen, S.C.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

DOC#: 877523



Recorded
MAR. 01, 2001 AT 01:00PM

DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$12.00
Transfer fee: \$1.50

Recording Area

Name and Return Address
Daniel R. Dineen
Vanden Heuvel & Dineen, S.C.
410 East Washington
P.O. Box 627
Slinger, WI 53086

Part of T.10-0456

Parcel Identification Number (PIN)

This is not homestead property.
(X) (is not)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

WASHINGTON) ss.

Personally came before me this 29th day of
January 2001 the above named

Betty J. Wolf and Adelle T. Rouse

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Donna Mikulsky
* Donna Mikulsky

Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date)

12-8-02

*Names of persons signing in any capacity should be typed or printed below their signatures

WARRANTY DEED

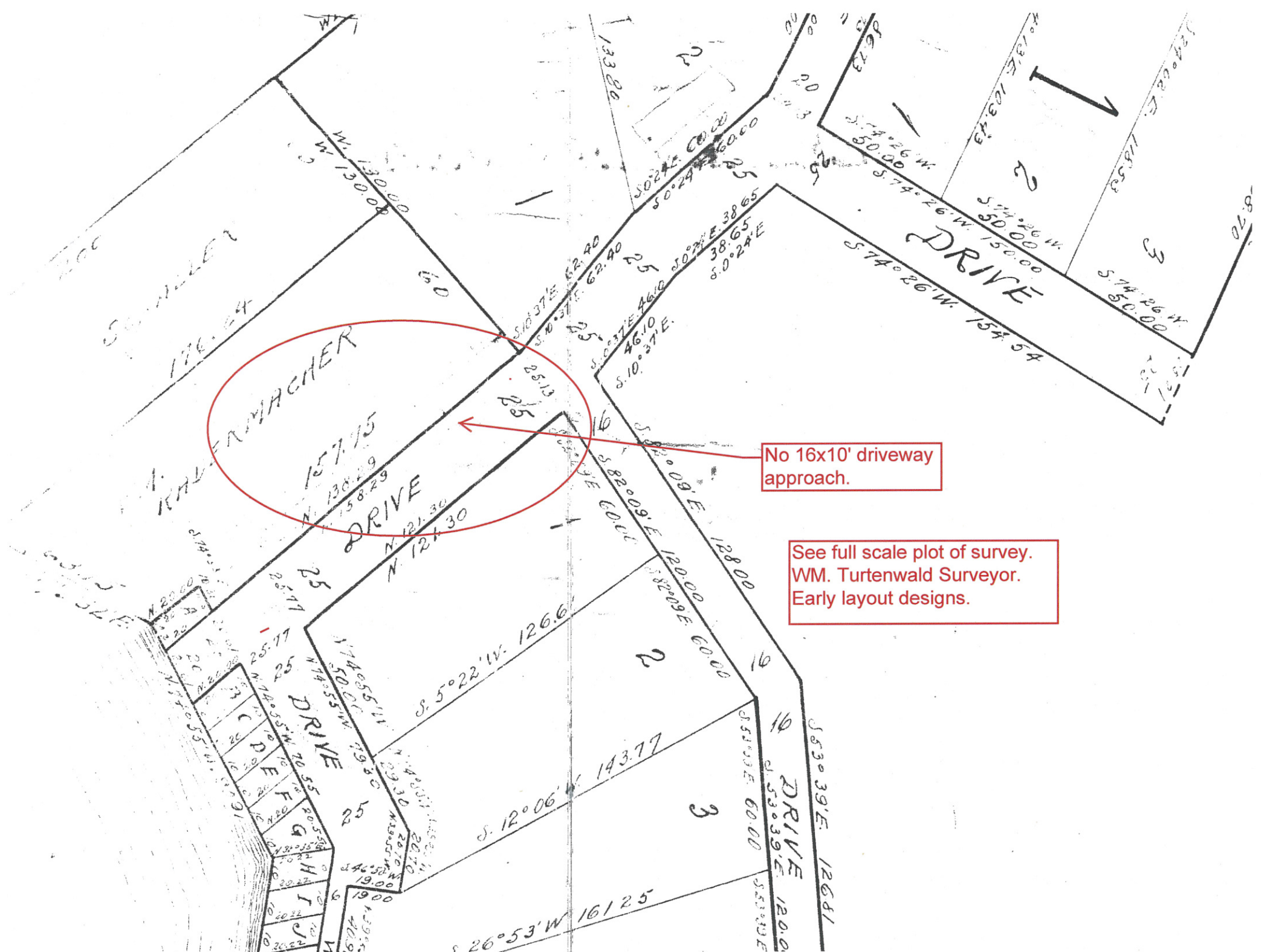
STATE BAR OF WISCONSIN
FORM No. 1 - 1998

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

Exhibit "A"

That part of the Northwest Quarter of the NORTHWEST Quarter (NW 1/4 NW 1/4) of Section Seventeen (17), Township Nine (9) North of Range Nineteen (19) East, Town of Richfield, Washington County, Wisconsin, bounded and described as follows:

1. Commencing at the southeasterly corner of Lot 1, Block 1, Friess Lake Grove Subdivision; thence South on the westerly R/W line of Riverview Drive, 69.16 feet; thence West, 10.00 feet; thence North, 69.16 feet; thence East on the south line of said Lot 1, Block 1, Friess Lake Grove, 10.00 feet to the point of beginning.
2. ALSO, Commencing at the southeasterly corner of Lot 1, Block 1, Friess Lake Grove; thence South on the westerly R/W line of Riverview Drive, 69.16 feet to the point of beginning of this description; thence South on the westerly R/W line of Riverview Drive, 16.00 feet; thence West, 10.00 feet; thence North, 16.00 feet; thence East, 10.00 feet to the point of beginning.
3. ALSO, Commencing at the southeasterly corner of Lot 1, Block 1, Friess Lake Grove; thence South on the westerly R/W of Riverview Drive, 85.16 feet to the point of beginning of this description; thence continuing South on said R/W, 72.59 feet; thence West on a meander line on the shore of Friess Lake, 10.00 feet; thence North, 72.59 feet; thence East, 10.00 feet to the point of beginning, INCLUDING lands lying between the meander line and the shore of Friess Lake bounded on the East by the westerly R/W of Riverview Drive and on the West by the owners property line.

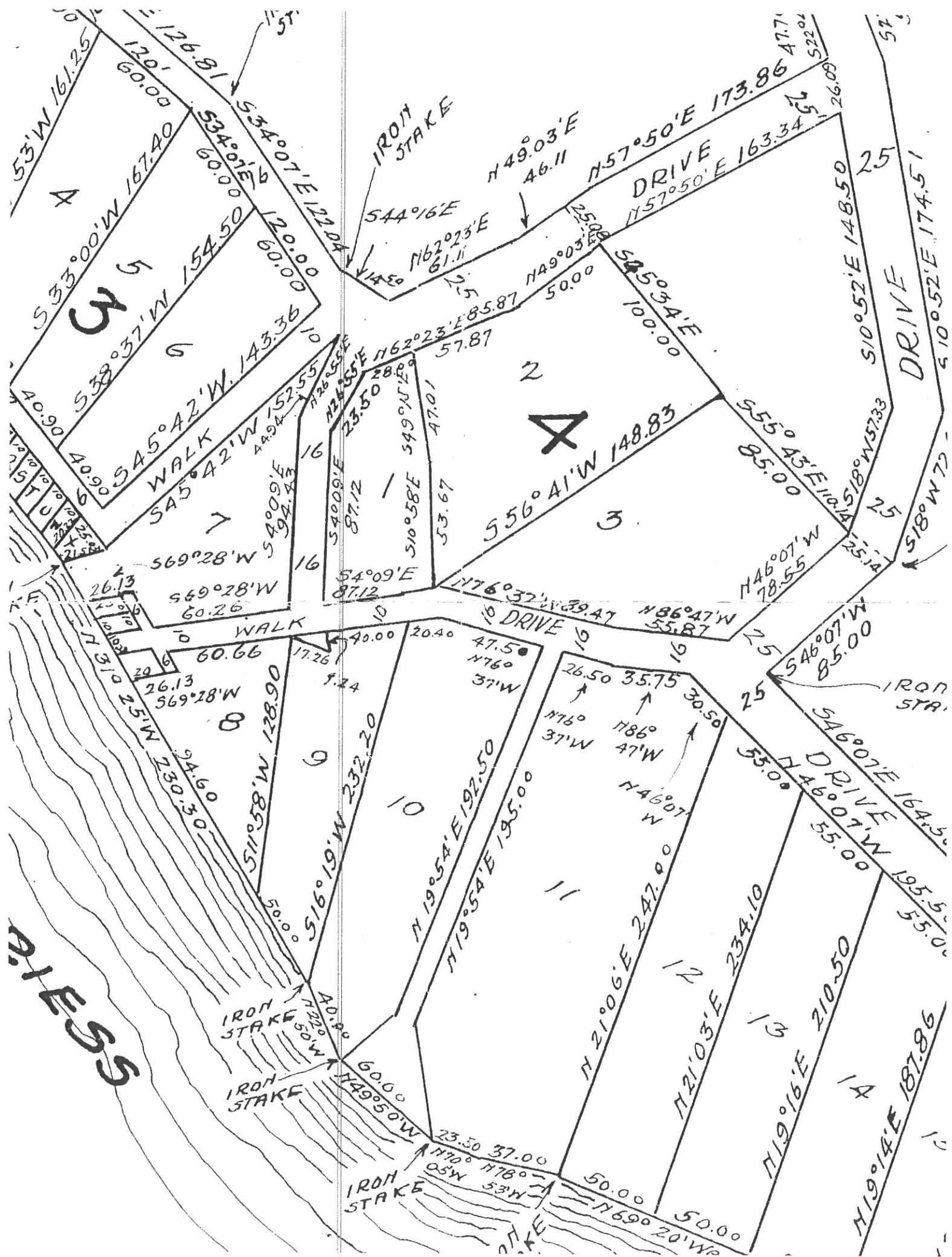


No 16x10' driveway approach.

See full scale plot of survey.
WM. Turtenwald Surveyor.
Early layout designs.

SCALE: - 1" = 40'
WM. TURTENWALD, SURVEYOR





LOT RESERVED PER
FRIESS LAKE GROVE
SUBDIVISION PLAT

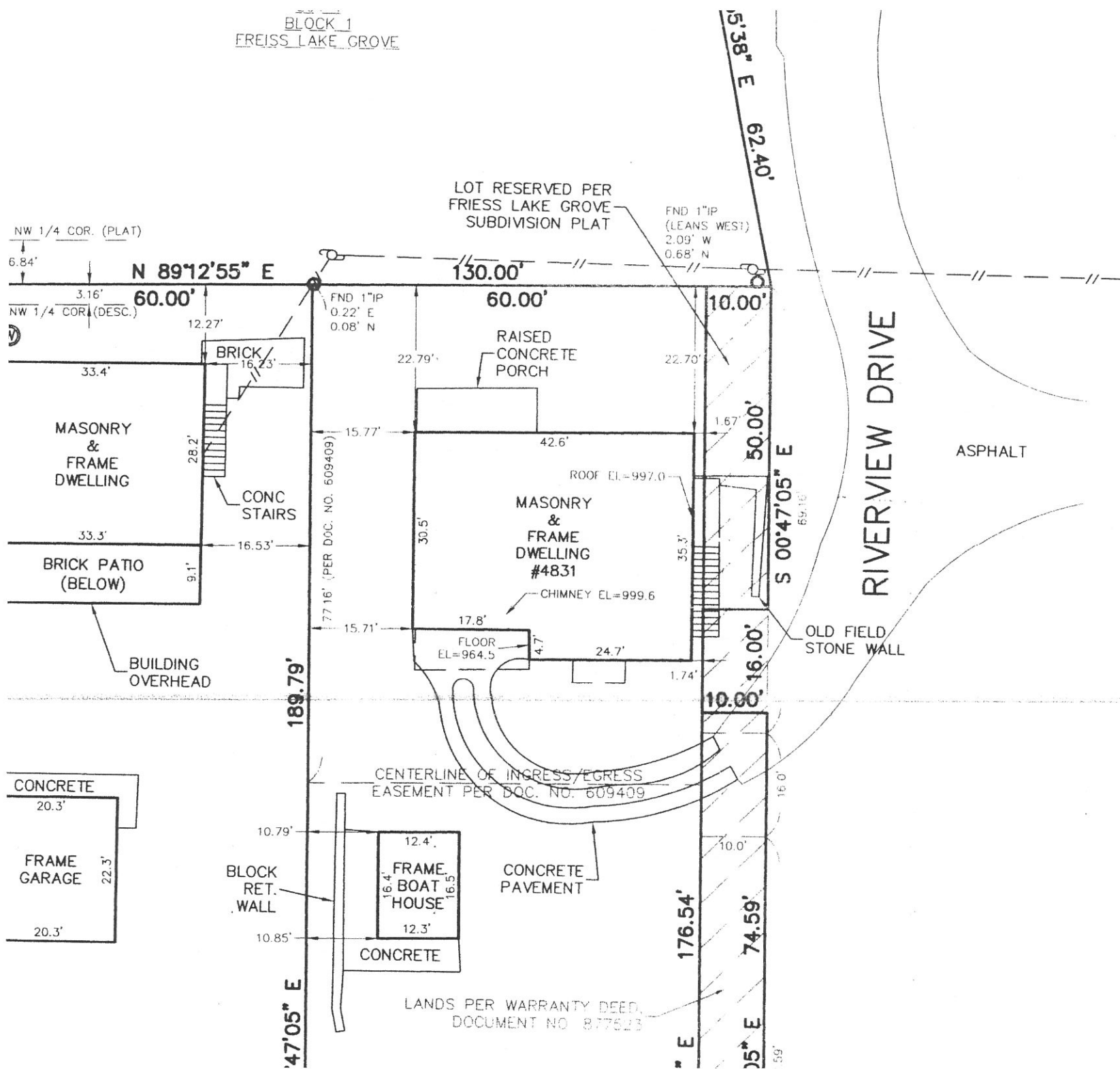


Exhibit Index

- Exhibit 1A. Accurate Surveying & Engineering
- Exhibit 2A. Surveyor WM. Turtenwald, Early Plat
- Exhibit 3A. Certified Recorded Map of Friess Lake Grove
- Exhibit 4A. Capital Survey Enterprises. Survey of area in question.

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

RESOLUTION R2014-02-01

A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD TO
VACATE AND DISCONTINUE A PORTION OF RIVERVIEW DRIVE

WHEREAS, on or about November 21, 2013, the Village received a petition pursuant to Wisconsin Statutes Section 66.1003(2), to vacate a portion of a public right-of-way; and

WHEREAS, pursuant to Wis. Stat. §66.1003, the Village Board has statutory authority to vacate and discontinue Village roads within its jurisdiction; and

WHEREAS, this matter came before the Village Board for the Village of Richfield on December 19, 2013, at which time the Village Board referred the matter to the Plan Commission for recommendation and scheduled a public hearing for February 20, 2014; and

WHEREAS, notice of this discontinuance has been provided to the State of Wisconsin Secretary of Transportation; and

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon stating what public way is proposed to be discontinued was published as a Class 3 Public Notice under Chapter 985, Wisconsin Statutes; and

WHEREAS, no landlocked parcel will be created by the proposed discontinuance; and

WHEREAS, this matter was submitted to the Village Plan Commission for its consideration and the Village Plan Commission has made a recommendation in this regard to the Village Board; and

WHEREAS, the Village Board and Plan Commission conducted such public hearing on February 20, 2014 pursuant to such notice; and

WHEREAS, following due consideration of all information received from Owners, the Village Planner, the Village Engineer, and others in the course of the public hearing of this matter and being duly advised, the Village Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of a portion of Riverview Drive as specifically described and identified on Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, Washington County, Wisconsin, that the portion of Riverview Drive as depicted in the attached Exhibit 1 is hereby discontinued pursuant to Wis. Stat. §66.1003.

BE IT FURTHER RESOLVED, that the Village Clerk shall record a certified copy of this Resolution with the Washington County Register of Deeds.

PASSED THIS 20th DAY OF FEBRUARY, 2014, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Jim Healy, Interim Village Administrator

6



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6

MEETING DATE: February 20, 2014

SUBJECT: Consent Agenda
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, Plan Commission Report, January 23, 2014 Village Board minutes, new Operator Licenses, Resolution R2014-01-02, Resolution R2014-02-02, Resolution R2014-02-03, and Resolution R2014-02-04.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Plan Commission Report
4. Meeting Minutes
5. New Operator License List, Copy of Applications, Background Investigation Reports
6. Resolution R2014-01-02, A resolution of public service recognizing Josh Shoemann
7. Resolution R2014-02-02: Baseball Field Advertising Policy (Amendment)
8. Resolution R2014-02-03: Escrow/Letters of Credit Policy (Amendment)
9. Resolution R2014-02-04: Complaint Policy (Amendment)

STAFF RECOMMENDATION:

Motion to approve the vouchers for payment, Treasurer's Report, Plan Commission Report, meeting minutes, Resolutions R2014-01-02, R2014-02-02, 03, and 04, and new Operator licenses for Laura Courtemanche and Dwight Zimmerman, and to deny the Operator License for Shannon Hoffman.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

			VILLAGE OF RICHFIELD	February-14	
			*NEED VOUCHER APPROVAL		
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			BATCH #1		
7035		1/9/14	A T & T	177.92	Phone Bill
7036			Voided Check		
7037		1/10/14	BQS Cleaning	1,602.00	Janitorial Services for (3) Months
7038		1/10/14	PenFlex Inc	1,508.00	LOSAP Program for Fire Dept (pd by Fire Dept)
7039		1/10/14	UBS Financial Services	10,202.00	LOSAP Program for Fire Dept (pd by Fire Dept)
7040		1/10/14	Wisconsin Dept of Justice	56.00	Criminal Investigations
7041		1/10/14	WI Municipal Clerk's Association	30.00	District V Meeting
7042		1/10/14	Kings Way Homes	2,000.00	Road Bond Refund
7043		1/10/14	League of Wisconsin Municipalities	4,413.68	2014 Membership Dues
7044		1/10/14	Charter Communications	127.67	Broadband Connection
7045		1/10/14	Wisconsin Dept of Revenue	10.00	Tax Registration Renewal
7046		1/10/14	American Planning Association	189.00	2014 Membership Dues
7047		1/10/14	Wisc City/County Management Assoc	66.17	2014 Membership Dues
ACH		1/13/14	Village of Richfield P/R	16,596.49	BiWeekly Payroll
EFTPS		1/13/14	Electronic Federal Tax Payment	6,164.86	Fica/Fed Tax
ACH		1/13/14	Wisconsin Deferred Revenue	225.00	457 Plan (payroll deduction)
ACH		1/13/14	Employers Trust Fund	6,894.18	Retirement for Dec 2013
ACH		1/13/14	Wisconsin Dept of Revenue	1.45	Sales and Use Tax for 2013
7048		1/14/14	SEWBIA	170.00	2014 Winter Code Registration
7049		1/14/14	WE Energies	2,199.32	Street Lighting
7050-7211			Tax Refund Checks		Tax Overpayments
7212		1/14/14	Voided Check		
7213		1/17/14	Premium Waters	35.99	Water/Water Cooler
7214		1/17/14	R & R Insurance	34,510.00	Liability/Workman's Comp Insurance for 2014
7215		1/17/14	BIASEW	50.00	2014 Membership Dues
7216		1/17/14	International Institute of Municipal Clerks	145.00	2014 Membership Dues
7217		1/17/14	WI Municipal Clerk's Association	50.00	2014 Membership Dues
7218		1/17/14	Washington Cty Economic Development	6,050.00	2014 EDWC Investment
7219		1/17/14	Lake Area Public Works Assoc	75.00	2014 Membership Dues
7220		1/17/14	Plumbing Inspectors Assoc	90.00	1 Year Membership/Continuing Education
7221		1/17/14	Postmaster	870.90	Newsletter Postage
7222-7241			Tax Refund Checks		Tax Overpayments

7242		1/23/14	US Cellular	1,084.17	Cell Phones
7243		1/23/14	Advanced Disposal Services	224.00	Recycling Expenses
7244		1/23/14	Wisc City/County Management Assoc	20.00	2014 Membership Dues
7245		1/23/14	Gordon Lofy	25.30	Mailbox Replacement
7246		1/23/14	Charles Kunde	35.00	Mailbox Replacement
7247		1/23/14	JVW Construction	2,000.00	Road Bond Refund
7248		1/23/14	Briohn Building Corp	1,000.00	Road Bond Refund
ACH		1/27/14	Village of Richfield P/R	18,578.58	BiWeekly Payroll
EFTPS		1/27/14	Electronic Federal Tax Payment	6,929.54	Fica/Fed Tax
ACH		1/27/14	Wisconsin Dept of Revenue	1,510.58	State Withholding Tax
ACH		1/28/14	Capital One Bank	167.20	Postage/Web Maintenance
ACH		1/28/14	Postmaster	500.00	Postage for Meter
ACH		1/28/14	Wisconsin Deferred Revenue	600.00	457 Plan (payroll deduction)
7249-7305			Tax Refund Checks		Tax Overpayments
7306		1/28/14	Lucille Pehowski	31.50	Mailbox Replacement
7307		1/28/14	Judy Kreuser	17.49	Mailbox Replacement
7308			Tax Refund Checks		Tax Overpayments
7309		1/31/14	Bonnie Kante	20.98	Mailbox Replacement
7310		1/31/14	Competitive Mailing Solutions	34.90	Printing Cassette for Postage Meter
7311		1/31/14	Western Contractors	31,066.12	Bark Lake Boat Launch
7312		1/31/14	Ontech Systems	49.00	Computer Support
7313		1/31/14	WE Energies	5,384.75	Heat/Electric Bills
			TOTAL BATCH #1	163,789.74	Checks Written End of January 2014
	PO#		BATCH #2		
7314		2/3/14	Delta Dental	245.09	Dental Insurance for Feb 2014 (payroll deduction)
ACH		2/3/14	United Health Care	9,902.28	Health Insurance for Feb 2014
7315		2/3/14	NorthShore Bank Leasing LLC	718.04	(2) Leased Cars
7316		2/3/14	Richfield Vol Fire Dept	508.00	Overpayment of LOSAP
7317		2/3/14	Waste Management of Milw	455.95	Waste Disposal
7318		2/3/14	Town of Polk	7,899.70	Final Year Payment for Helsan Industrial Park
ACH	ACH		Village of Richfield P/R	2,035.38	Monthly Payroll
EFTPS	EFTPS		Electronic Federal Tax Payment	556.47	Fica/Fed
7319		2/5/14	Postmaster	36.00	Additional Postage for Newsletter
7320		2/6/14	Richfield Historical Society	4,810.00	Refund From Capelle and Dietrich Inc
7321		2/6/14	Neu's Building Center	382.31	Hwy Dept Supplies

7322		2/6/14	Equal Rights Division	97.50	Work Permits for January 2014
7325-7333		2/6/14	Tax Refund Checks		Tax Overpayments
7323-7324		2/6/14	Voided Checks		
ACH		2/10/14	Village of Richfield P/R	18,033.55	BiWeekly Payroll
EFTPS		2/10/14	Electronic Federal Tax Payment	6,754.99	Fica/Fed
ACH		2/10/14	Wisconsin Dept of Revenue	2,595.12	State Withholding Tax
ACH		2/11/14	Village of Richfield P/R	236.79	Supplemental P/R
EFTPS		2/11/14	Electronic Federal Tax Payment	57.44	Fica/Fed
ACH		2/11/14	Wisconsin Deferred Comp	350.00	457 Plan (payroll deduction)
			TOTAL BATCH #2	55,674.61	Checks Written Beginning of February 2014
	PO#		BATCH #3		
			Assessment Technologies LLC	400.00	MD 2013 Municipal Viewer
			Associated Appraisal Consultants LLC	3,958.33	Assessor Fees
			Bearings Incorporated	75.91	Hwy Dept Part
			Bubrick's Complete Office	17.98	Name Plate
	2-14023		Casper's Truck Equipment	16.00	Part for Truck #8
			Cinta's Corporation	634.75	Uniform Maintenance
			Digital Edge	45.00	Printing Services
	2-14019		Fabco Cat	42.66	Snow Plow Brace Bolts
			Falls Auto Parts	324.12	Auto/Truck Parts
	2-14023		Force America	327.20	Part for Truck #5
			GAI Consultants	1,517.54	Engineering Services
			Houseman & Feind LLP	93.00	Attorney Fees
	2-14003		Imperial	31.06	Hwy Dept Supplies
	2-14014		Inland Power Group	91.32	Part for Truck #10
			Kerber Rose SC	2,500.00	Preform Pre-Audit Report for Administrator
	2-14012		Lakeside International Trucks	621.09	Part for Truck #3
			Lange Enterprises Inc	268.11	Road Signs
	2-14010		Machine Services Inc	557.70	Parts for Truck #11
	2-14005		Menards	120.92	Supplies
	2-14009		Milwaukee Spring and Alignment	868.57	Parts for Truck #26
			TOTAL BATCH #3	12,511.26	

PO#				
		North American Salt	86,569.85	Bulk Hwy Salt
2-14008		Northern Safety and Industrial	173.77	Hwy Dept Supplies
		Office Copying Equipment	94.09	Copier Meter Plan
		Ontech Systems Inc	288.40	Computer Support
		Port A John	232.00	Metro Rental
10-14003		Print-N-Press	420.00	Electrical/Plumbing Inspection Labels
		Professional Communication Systems	281.50	Phone Service
1-14002		Quill Corp	158.60	Office Supplies
		Ralph Williams Service	275.00	Wrecker Service for Plow Truck
		Richfield Vol Fire Dept	38,075.64	Contract
2-14018		Road Equipment Parts Center	82.59	Parts for Truck #11
		Schmitt Sanitation LLC	255.00	Pump Holding Tanks
		Schwaab Inc	55.73	Stamp
		Von Briesen & Roper	666.50	Attorney Fees
		Washington County Sheriff's Dept	24,336.94	Police Contract
2-14017		Wausau Equipment Co Inc	413.45	Parts for Snow Plows
1-14006		WI Legal Blank	292.56	Absentee Ballot Envelopes
		WI Rural Water Association Inc	222.23	Safety Audit
		Wolf Bros Fuel	130.21	Kerosene
2-14013		Zep Sales & Service	521.55	Redi-Grease; TKO Hand Cleaner; Case Oil
		TOTAL BATCH #4	153,545.61	
		TOTAL	385,521.22	



Village of Richfield
*Forward. Preserving...
 A Country Way of Life!*

VILLAGE OF RICHFIELD
Treasurer's Report for January 2014

HSB Checking Account	12/31/14	<u>\$ 1,803,400.41</u>
HSB Checking Account	1/31/14	<u>\$ 3,224,604.18</u>
FNB Entrepreneur Plus Account	1/31/14	<u>\$ 2,501.16</u>
FNB Platinum MMD Account	1/31/14	<u>\$ 498,179.20</u>

INTEREST EARNED IN JANUARY 2014

	Amount	Interest Rates
Hartford Savings Bank (Sweep Account)	\$ 732.07	0.25%
LGIP - General Fund	\$ 47.13	0.08%
LGIP - Park Impact Fees	\$ 2.94	0.08%
LGIP - Fire Impact Fees	\$ 10.23	0.08%
LGIP - Tax Account	\$ 460.75	0.08%
First National Bank Entrepreneur Account	\$ 0.11	0.05%
First National Bank MMDA Account	\$ 63.46	0.15%

Total Interest Earned \$ 1,316.69

CERTIFICATES OF DEPOSIT

				Date Purchased	Expiration Date
First National Bank	12 Month	0.30%	\$ 250,565.49	3/3/13	3/3/14

**** All CD's are fully FDIC insured****

LOCAL GOVERNMENT INVESTMENT POOL

		Interest Rates
..... LGIP	General Fund	\$ 729,351.22 0.08%
..... LGIP	Fire Impact Fees	\$ 158,345.06 0.08%
..... LGIP	Park Impact Fees	\$ 45,498.41 0.08%
..... LGIP	Tax Account	\$ 3,000,653.00 0.08%

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

		EXPIRATION DATE
12/31/2013 Loggers Park LLC	\$ 50,000.00	12/31/2014
3/11/2013 Reflections Richfield Investments LLC	\$ 712,650.00	3/11/2014
3/11/2013 Refections Richfield Investments LLC	\$ 150,000.00	3/11/2014

PERMIT PERFORMANCE BOND

10/10/2005 T-Mobile Central LLC Wireless Communication Tower	\$ 25,000.00	N/A
---	--------------	-----

VILLAGE OF RICHFIELD MEMO

DATE: 2/14/2014
TO: VILLAGE PRESIDENT JOHN JEFFORDS
CC: VILLAGE BOARD
FROM: JIM HEALY, INTERIM VILLAGE ADMINISTRATOR
RE: PLAN COMMISSION REPORT

Now that the Village Board will not be having an official meeting to coincide with the Plan Commission meetings on the 1st Thursday of every month, Village Staff will start to prepare a "Plan Commission Report" of information which was either heard by the Plan Commission or approved/denied. The exception to what would be included in this report would of course be any agenda item which was recommended for approval to this body. At the February meeting the Plan Commission recommended two items for approval to the Village Board which has been placed on the agenda for February 20th.

That being said, the "Discussion/Action" items on the agenda dealt with the Landscaping Plan for Bark Lake Estates, and the Site, Building and Plan of Operation for 'The Range of Richfield'. The Landscaping Plan for Bark Lake Estates was approved with two additional conditions of approval:

- A note is put on the landscaping plan substantially as follows: *"The construction or placement of any structure or building located in the Outlot that is not shown on this plan is subject to the review and approval of the Plan Commission"*.
- The plant species used in the landscaped plantings shown on the landscaping plan are to be listed and approved by Commissioner Kurt Bartel.

The 'Range of Richfield' received approval for the Plan of Operation, Architectural Design Elevations and site, grading and erosion control plan. It is expected that sometime over the course of the next few months the lighting and landscaping plan will be brought forward by the petitioner for review and approval by the Plan Commission.

The remaining two agenda items dealt with the Village's update to the Comprehensive Plan. Presented at said meeting was the Village's proposed singular Future Land Use Map which was generally accepted by the Plan Commission as being the final document to present to the public in March. This has been placed online for public consumption. The remaining chapters (1-12) of the Comprehensive Plan have been circulated to the Plan Commission for a 30 day comment review period. Village Staff expects to hold two public information meetings during the month of March pursuant to the Public Participation Plan adopted by the Village Board in late 2012.

STATE OF WISCONSIN

VILLAGE OF RICHFIELD

WASHINGTON COUNTY

RESOLUTION R2014-01-02

**A RESOLUTION HONORING FORMER VILLAGE ADMINISTRATOR
JOSHUA SCHOEMANN
FOR HIS PUBLIC SERVICE IN THE VILLAGE OF RICHFIELD**

WHEREAS, the Village of Richfield wishes to acknowledge and pay tribute to exceptional individuals who have greatly contributed to our community; and

WHEREAS, Joshua Schoemann served with honor and integrity for the last four (4) years as the Village's Administrator, Clerk, Treasurer, and Chief of Police; and

WHEREAS, Joshua Schoemann instituted a number of practices within the Village organization to bring about a renaissance of government transparency, fiscal accountability to the taxpayers, and enhanced the efficiency and effectiveness in which the day-to-day operations are run; and

WHEREAS, Joshua Schoemann rather than following the 'best practices' in municipal management, set that bar himself in the many accomplishments he and the Village Board were able to establish and maintain, specifically in the field of intergovernmental agreements with our surrounding taxing jurisdictions, ultimately saving Village taxpayers considerable amounts of money during his tenure; and

WHEREAS, Joshua Schoemann will go on to similar successes in his career with Washington County and beyond, but he will always be remembered as one who brought about positive reforms in the Village.

NOW, THEREFORE BE IT RESOLVED, THAT JOSHUA SCHOEMANN BE FORMALLY
RECOGNIZED FOR HIS TIRELESS PUBLIC SERVICE TO THE VILLAGE AND ITS TAXPAYERS.

PASSED THIS 20th DAY OF FEBRUARY 2014, BY THE VILLAGE BOARD OF THE VILLAGE OF
RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Rock Brandner, Village Trustee

Daniel Neu, Village Trustee

Sandy Voss, Village Trustee

Bill Collins, Village Trustee

Attest: Jim Healy, Interim Village Administrator

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 23, 2014
7:30 pm

1. Call to Order/Roll Call

The meeting was called to order by Village President John Jeffords at 7:32 pm. A quorum of the Village Board was present. Present: Village President John Jeffords; Village Board of Trustees; Rock Brandner, Sandy Voss, Bill Collins, and Dan Neu.

Also present: Interim Village Administrator Jim Healy and Administrative Intern KateLynn Schmitt.

2. Verification of Compliance with Open Meeting Law

Interim Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. PUBLIC COMMENTS

Joshua Schoemann of 1111 Wejegi Drive, Hubertus expressed his support for Resolution R2014-01-03, a resolution to engage in engineering services for the 2014 Highway Improvement Program with Kunkel Engineering Group. He believed it to be a great opportunity for the Village of Richfield, and encouraged the Board to approve it.

Gil Frank of 4156 Elmwood Road, Colgate stated he wished the Board would bring Kunkel Engineering in to determine how long road construction projects would take so Richfield Staff could adjust their schedule of maintenance and budget for those projects in the future.

5. CONSENT AGENDA

- | | |
|---|--|
| a. Vouchers for Payment | f. New Operator Licenses |
| b. Treasurer's Report | g. New Agent for Kettle Hills Golf Course |
| c. Plan Commission Report | |
| d. Meeting Minutes: | |
| i. Village Board, November 7, 2013 | |
| ii. Village Board, December 19, 2013 | |
| e. Village Policies and Procedures: | |
| i. Resolution R2014-01-01: Facility Use Policy (Amendment) | |

President Jeffords made a cautionary note stating that staff should not issue an Operator's License to the new agent for Kettle Hills Golf Course until all necessary paperwork required to obtain an Operator's License was submitted. President Jeffords indicated that the responsible beverage serving certificate had not yet been received, and approval for the Operator's License was contingent upon the understanding by staff that all necessary paperwork must be acquired before the license can be issued.

Interim Administrator Healy acknowledged this and assured the Board that all necessary paperwork would be received before the license was issued and that Deputy Clerk Fochs was actively working with Kettle Hills to get the paperwork in order.

Motion by Trustee Brandner to approve the vouchers for payment, Treasurer's Report, Plan Commission Report, the Village Board Minutes from November 7, 2013 and December 19, 2013, Resolution R2014-01-01: Facility Use Policy (Amendment), the new Operator Licenses, and the New Agent for Kettle Hills Golf Course, seconded by Trustee Collins. Motion carried unanimously.

6. **DISCUSSION/ACTION ITEMS**

a. **Discussion/Action regarding Resolution R2014-01-02, a resolution honoring the public service of former Village Administrator Joshua Schoemann**

President Jeffords read the resolution aloud and commended former Administrator Schoemann on his work by listing examples of various projects he initiated and his new hires at the Village Hall.

Trustees Voss, Neu, Brandner and Collins all thanked Mr. Schoemann for his time indicating the pleasurable experiences they've all had working with him.

Interim Administrator Healy spoke highly of his experience working with Mr. Schoemann and thanked him for the pertinent knowledge gained regarding selfless service to the public.

Mr. Schoemann thanked the Board for their appreciation, thanked his family for their patience and time and indicated his unhappiness with having to leave such a good staff behind.

b. **Discussion/Action regarding Resolution R2014-01-03, a resolution to engage in engineering services for the 2014 Highway Improvement Program with Kunkel Engineering Group**

President of Kunkel Engineering Group, Craig Kunkel spoke about his experience working in municipal engineering as well as his project timeline and cost. West Bend City Administrator, T.J. Justice spoke on behalf of Kunkel Engineering Group, who is their current City Engineer.

Motion by Trustee Voss to authorize the Interim Village Administrator to execute an agreement for the services enumerated in the 2014 Highway Improvement Program Engineering Services Proposal prepared by Kunkel Engineering Group on January 14, 2014, seconded by Trustee Neu. Motion carried unanimously.

Interim Administrator Healy read Resolution R2014-01-03 aloud.

c. **Discussion/Action regarding Resolution R2014-01-04, a resolution addressing the Trans 75 Absence of Need Exception for Proposed Intersection Modification of the STH 167 and Friess Lake Road Intersection**

Motion by Trustee Collins to approve Resolution R2014-01-04, a resolution addressing the Trans 75 Absence of Need Exception for the proposed intersection modification at STH 167 and Friess Lake Road and to direct Staff to forward the same to the WisDOT Project Manager, seconded by Trustee Brandner. Motion carried unanimously.

d. **Discussion/Action regarding the acceptance of bid for the purchase of a 2015 International 7400-Patrol Truck**

Interim Administrator Healy indicated that funds for this truck had already been budgeted for and saved in previous budget cycles.

Motion by Trustee Brandner to authorize the Interim Administrator to purchase one (1) 2015 International Truck chassis from Lakeside International, LLC for \$91,797.00, seconded by Trustee Voss. Motion carried unanimously.

7. **PUBLIC COMMENTS (...continued)**

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 23, 2014
7:30 pm

No one spoke.

8. CLOSED SESSION

- a. **Discussion /Action to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats. 19.85(1)(b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a Board or Commission for the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter, provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken - Operator License denial appeal for Wendy Meese**
- b. **Discussion /Action to enter into closed session under Wis. Stats. 19.85(1)(g) conferring with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. - Specifically regarding property at 5271 Pleasant Hill Road**

President Jeffords read 8a and 8b aloud.

Motion by Trustee Voss to enter into closed session pursuant to Section 19.85(1)(c) of the WI Stats. 19.85(1)(b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a Board or Commission for the investigation of charges against such person, or considering the grant or denial of tenure for a university faculty member, and the taking of formal action on any such matter, provided that the faculty member or other public employee or person licensed is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken - Operator License denial appeal for Wendy Meese, and under Wis. Stats. 19.85(1)(g) conferring with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. - Specifically regarding property at 5271 Pleasant Hill Road, seconded by Trustee Neu. Motion carried unanimously by roll call vote.

9. RECONVENE IN OPEN SESSION

- a. **Discussion/Action regarding matters addressed in closed session as outlined above.**

Motion by Trustee Collins to reconvene in open session, seconded by Trustee Brandner. Motion carried unanimously by roll call vote.

Motion by Trustee Brandner to approve the Operator License for Wendy Meese, seconded by Trustee Voss. Motion carried 4-1 with Trustee Collins opposed.

Motion by Trustee Neu to approve the Interim Administrator's action plan to address the issues surrounding the property located at 5271 Pleasant Hill Road, seconded by Trustee Voss. Motion carried unanimously.

10. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 9:28 pm, seconded by Trustee Neu. Motion carried unanimously.

**Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes January 23, 2014
7:30 pm**

Respectfully submitted,

Caroline Fochs
Deputy Clerk

DRAFT

February 20, 2014 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Laura Courtemanche	EJ's on Bark Lake	Course	Approve
Dwight Zimmerman	Kettle Hills Golf Course	Course	Approve
Shannon Hoffman	Fat Charlies	Valid license	Deny

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

RESOLUTION R2014-02-02

A RESOLUTION TO AMEND THE VILLAGE'S BASEBALL FIELD
ADVERTISING POLICY

WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, has adopted a Baseball Field Advertising Policy; and

WHEREAS, having such a policy will ensure that proper procedures and practices are followed; and

WHEREAS, the Village believes having said policy will improve the efficiency and effectiveness in which the organization operates as well as provide a guideline for the public to observe for the purpose of transparency.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, that the Baseball Field Advertising Policy be amended as defined in the attached document and be effective upon passage and posting of this resolution.

PASSED THIS 20th DAY OF FEBRUARY, 2014, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Jim Healy, Interim Village Administrator

Village of Richfield

Baseball Field Advertising Policy

1.0 PURPOSE:

The purpose of this policy is to explain the provisions of the baseball field advertising policy. Allowing normally unused spaces to be used for private advertising purposes is one way to increase available revenue to improve Village baseball fields and parks. The unused spaces focused on in this policy are those within baseball fields at various parks within Village limits. Due to the majority of the users of such fields being children and the property being owned and operated by the Village, special consideration needs to be given as to the advertising allowed to promote in these spaces. The Village does not have the intent to provide an outlet for expressive activity, debate, or discussions of public issues. All advertising allowed to post within baseball fields will fit the confines described in this policy to promote public safety and to preserve the reputation of the Village of Richfield.

2.0 ORGANIZATIONS AFFECTED:

This policy applies to all with the intent to post advertising on, around, or within Village of Richfield baseball fields.

3.0 POLICY:

It is the policy of the Village to enforce all the guidelines dictated in this policy to allow only those who meet the requirements to post advertising within the Village of Richfield baseball fields.

3.1 PROPERTY

The baseball fields are owned by the Village of Richfield and are for use with permit by the citizens of Richfield. Due to the structure and nature of the property it is classified as a non-public forum. Specifically the property open for advertisements' use is the outfield fences on each baseball field owned by the Village.

3.2 PROHIBITED ADVERTISING:

The advertising allowed to post within the designated property will not contain any of the following language or pictures to the same effect:

- 3.20 Information that is false, misleading or deceptive.
- 3.21 Advertisements of alcoholic beverages or tobacco products or any other addictive products.
- 3.22 Advertisements promoting or showing firearms of any sort.
- 3.23 Advertisements promoting illegal goods, services, or activities.

- 3.24 Advertisements that infringe on any copyright, trade or service mark, title or slogan.
- 3.25 Advertisements that are deemed demeaning or discriminating to individuals or groups on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, or sexual orientation.
- 3.26 Advertisements that contain any sexually orientated material.
- 3.27 Advertisements that contain any profane material.
- 3.28 Advertisements that contain material of a religious nature.
- 3.29 Advertisements that contain political material to include campaign information and demonstration.

3.3 ADVERTISING STIPULATIONS:

- 3.30 All advertising will only contain non-commercial speech.
- 3.31 The purchaser will furnish the advertising banner at their own expense.
 - 3.31.1 Banners must be a 5' x 8' vinyl banner of 14 oz. vinyl material or greater with brass grommets every foot along the border of the banner. Banner borders must be sewn.
- 3.32 Potential advertisers must apply for and receive approval for a temporary banner permit.
- 3.33 Permits are valid for 365 days.
- 3.34 Approved advertising banners will be placed by the sponsor under the direction of the Village of Richfield Department of Public Works.
- 3.35 The Department of Public Works has the sole right to determine where the banner shall be placed on the fences.
- 3.36 The Village will not be responsible for any damage done to the banner.
- 3.37 Repairs or replacement of the banner due to damage caused by wear and tear, wind, vandalism, theft or damage caused by any other reason will be at the advertiser's expense.
- 3.38 No refunds will be given for space or banner costs.
- 3.39 The Village may remove any sign that is in poor condition as it determines. The advertiser will be responsible for replacement of the banner so removed if they choose to have it replaced.
- 3.40 Any banner replacements that differ in any way, shape or form require approval of the Village but do not require new permit.

3.4 ADVERTISING DISCLAIMER:

All advertising posted within the baseball fields are not sponsored by the Village. Nor do these advertisements represent the views and beliefs of the Village of Richfield.

3.5 VILLAGE RESERVATION OF RIGHTS:

At any time the Village of Richfield reserves the right to amend this policy if it is deemed necessary. The standards of this policy may change to allow or further limit advertising previously allowed or limited. Any changes would apply to all present and future advertising within this non- public forum.

3.6 ADVERTISING FEES:

Any costs associated with posting advertisements will be specified in the Village of Richfield Fee Schedule. Fees include the cost of processing and approval of the temporary permit.

4.0 VIOLATION:

Any advertising found in violation of this policy will not be allowed to post on the baseball field fences. Advertisements already posted who are found to be violating the policy will be ordered to be immediately removed. If advertisements are not removed in a timely manner (10 days) the Village will remove them at the owner's expense. If the banner is not removed a citation may be issued per Village Ordinance ~~62-01~~309-4(A).

Amended on
2014.2.20

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

RESOLUTION R2014-02-03

A RESOLUTION TO AMEND THE VILLAGE'S ESCROW/LETTERS OF CREDIT POLICY

WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, has adopted a Escrow/Letters of Credit Policy; and

WHEREAS, having such a policy will ensure that proper procedures and practices are followed; and

WHEREAS, the Village believes having said policy will improve the efficiency and effectiveness in which the organization operates as well as provide a guideline for the public to observe for the purpose of transparency.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, that the Escrow/Letters of Credit Policy be amended as defined in the attached document and be effective upon passage and posting of this resolution.

PASSED THIS 20th DAY OF FEBRUARY, 2014, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Jim Healy, Interim Village Administrator

Village of Richfield
Escrow/Letters of Credit Policy

1.0 PURPOSE:

The purpose of this policy is to create guidelines for Village staff to correctly and adequately assure that developers reimburse the Village for costs the Village incurs associated with coordination, communication, legal, engineering, inspection, and planning of new developments within the Village of Richfield. Also, to guarantee that the developer timely completes development projects, and warrants such improvements as required by Village ordinances and development agreements, within the Village of Richfield. The escrow account created will be used for costs associated with these services and upon completion any remaining funds will be returned to the developer. The letter of credit will serve as a financial guarantee.

2.0 ORGANIZATIONS AFFECTED:

This policy applies to all developers who have the intent to develop land within the Village of Richfield, and implementation of the policy applies to Village staff members.

3.0 POLICY:

It is the policy of the Village to enforce all guidelines dictated in this policy and in local ordinances regarding escrow accounts and letters of credit for developments in the Village of Richfield.

4.0 FEES: ACCOUNT ESTABLISHMENT PROCEDURES:

Escrow accounts are required for all residential projects and all other projects that involve development of multiple lots, for payment of fees required by Village Ordinance [330-68 - 7266-09](#). Escrow accounts may also be required for non-residential development on a case by case basis and as required by applicable ordinances and development agreements.

4.1 Plans for improvement or construction plans or requests for services are first submitted to the Planning and Zoning Administrator and the Building Inspector along with appropriate review fees as outlined in Village Ordinance [330-68 - 7266-09](#). Fee rates are based off the most current Village fee schedule. Fees for projects not included in the fee schedule will be determined by the Planning and Zoning Administrator on a case-by-case basis.

4.2 Fees are deposited into a segregated account for each project. The Planning and Zoning Administrator may require separate fees to be deposited for each phase of a multiple-phase project.

- 4.3 The escrow account is in addition to the Planning and Zoning Department fees. The Planning and Zoning fees are in place to cover costs associated with publishing of public hearings, sending out public notices to nearby residents, sending out plans to other agencies, professional service charge backs, and Plan Commission and/or village Board reviews, etc.
- 4.4 Only after all escrow fees have been submitted and approved by the Planning and Zoning Administrator and Building Inspector will the project plans will be sent to the Plan Commission for approval.
- 4.5 As charges pertaining to the development accrue, the Village shall draw payment from the escrow account and keep a record of having done so.
- 4.6 The Village Deputy Treasurer shall maintain detailed records for each individual project account, and provide updates to the developer and to the Planning and Zoning Administrator as bills are paid from the escrow account on a monthly basis for all active accounts.

4.6.1 A notification will be sent to the developer at specific completion benchmarks of the project along, with the need for the re-establishment of funds, the amount of funds being depleted to less than 2/3 of the original amount deposited, and/or the confirmation that the escrow check has cleared.

5.0 FEES: CLOSE ACCOUNT PROCEDURE:

The following procedure will be followed to ensure all funds are correctly handled upon completion of a project. All unused funds shall be submitted back to the project developer until all work is fully completed, inspected and approved, and subject to the following procedure and limitations.

- 5.1 Sixty days after acceptance of improvements, all charges should be received and processed through the account. At this time the project developer may file a written request for account closure with the Planning and Zoning Administrator.
- 5.2 The Planning and Zoning Administrator shall verify with the Deputy Treasurer that there are no outstanding invoices or unpaid charges. If there are no outstanding invoices or charges, the Planning and Zoning Administrator shall provide the Deputy Treasurer with authorization to close the escrow account. If there are outstanding invoices or unpaid charges, the account shall not be closed until such time as the outstanding invoices or charges are paid, and if this is anticipated to take more than 30 additional days, the developer shall be notified of the cause of the delay.

6.0 FINANCIAL GUARANTEE: LETTER OF CREDIT:

Letters of credit will be required of all new subdivisions, land divisions, and other projects as requested, such as larger engineering projects and public construction.

7.0 FINANCIAL GUARANTEE: LETTER OF CREDIT PROCEDURE:

A bank will issue an irrevocable letter of credit on behalf of the developer to provide assurances of his ability to perform under the terms of a contract between the Village and the developer.

- 7.1 The letter of credit may be reduced throughout the project by request of the developer and approval by the Planning and Zoning Administrator, in the amount of the cost of work that is completed and paid. This is provided that all sufficient funds remain in the letter of credit equal to 120 percent of the cost of completing all remaining improvements as estimated by the Village Engineer.
- 7.2 No funds shall be released until the Village Engineer and the Planning and Zoning Administrator inspect all work and find that it is completed and in compliance with all Village standards.
- 7.3 The project developer may file a written request for release of the letter of credit with the Planning and Zoning Administrator.
- 7.4 Thirty (30) days prior to expiration of the letter of credit the Village staff will ask for a renewal letter of credit if necessary. This is intended to serve as a reminder to Village staff, and shall not limit in any way the right of the Village to demand renewal earlier or later than thirty (30) days prior to expiration, or to draw on the letter of credit as allowed by applicable laws, agreements, and the terms of the letter of credit.
- 7.5 Once the Plan Commission finds that all work is properly completed, approved, and the final acceptance has been granted in the manner described in the agreement with the developer; and the work paid for by the developer; and the guarantee period required by the agreement and applicable laws, including Section ~~330-10(D)66.01(L)(4)~~, has expired; and the Planning and Zoning Administrator verifies with the Deputy Treasurer that there are no outstanding invoices or unpaid charges; the Deputy Treasurer shall release the letter of credit at the direction of the Planning and Zoning Administrator.

Amended on
2014.2.20

STATE OF WISCONSIN VILLAGE OF RICHFIELD WASHINGTON COUNTY

RESOLUTION R2014-02-04

A RESOLUTION TO AMEND THE VILLAGE'S COMPLAINT POLICY

WHEREAS, the Village Board of the Village of Richfield, Washington County, Wisconsin, has adopted a Complaint Policy; and

WHEREAS, having such a policy will ensure that proper procedures and practices are followed; and

WHEREAS, the Village believes having said policy will improve the efficiency and effectiveness in which the organization operates as well as provide a guideline for the public to observe for the purpose of transparency.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Richfield, that the Complaint Policy be amended as defined in the attached document and be effective upon passage and posting of this resolution.

PASSED THIS 20th DAY OF FEBRUARY, 2014, BY THE VILLAGE BOARD OF THE VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

John Jeffords, Village President

Attest: Jim Healy, Interim Village Administrator

Village of Richfield

Complaint Policy

1.0 PURPOSE:

The purpose of this policy is to provide guidance to the Village Board, Administrator, Village Staff and citizens of the Village of Richfield for processing and filing complaints. The Village strives to maintain quality of services, improve relationships between Village employees, Village Board members, the Administrator and the citizens.

2.0 ORGANIZATIONS AFFECTED:

This policy applies to all Village of Richfield departments, divisions, offices, boards, commissions, committees, Village employees, and Village citizens.

3.0 POLICY:

It is the policy of the Village to accept and investigate written complaints as described in this policy, and to assure compliance in accordance with Village Policies and Ordinances.

4.0 DEFINITION OF A COMPLAINT:

It is important to recognize the difference between a complaint and a suggestion, observation, question, neighbor dispute, or simply a call pointing out a hazard or safety issue. Any citizen or employee of the Village of Richfield can file a complaint against another citizen, the Village, a Village employee or an elected official. The elected official or staff member fielding the complaint will need to determine whether or not a complaint exists and which type it is. Examples of complaints include:

4.1 Infractions Complaint

A citizen's complaint against a fellow citizen because he or she feels a Village ordinance is being violated.

4.2 Non-Infractions Complaint

A complaint against the Village as the result of a policy or ordinance deemed unfair. Can also be a complaint against the Village because of what a citizen feels is inaction or an inappropriate response to a situation.

4.3 Misconduct Complaint

A complaint filled out by a citizen against a Village employee or an elected official. Can also be a complaint filled out by a Village employee against another employee, a citizen or an elected official.

5.0 FILING A COMPLAINT:

It is necessary for the complainant to fill out a Complaint Form which can be provided by any Village staff member. Complaints will be considered hearsay if a formal complaint form is not completed and signed. Unsubstantiated complaints such as anonymous phone calls or e-mails will warrant no action by the Administrator, Village Board or staff. The form must include a description of the complaint and be signed and dated by the individual filing the complaint. The Village Administrator or his or her designee must also sign and date the complaint form. A copy of the completed complaint form will be mailed to the complainant and copies will be made for the Village Board for their information. The original completed complaint form will be filed at Village Hall.

6.0 COMPLAINT RESPONSE PROCESS:

All complaint forms filled out will be turned over to the Village Administrator who will determine the validity of the complaint. Once determined a valid complaint, the Village Administrator, or his or her designee, will communicate to the complainant, in a reasonable amount of time, the course of action. The person following up on the complaint and the date of follow-up, when that occurs, should also be noted on the complaint form. Matters not found to be substantiated by Village Code or employee handbook will be dismissed without action. Complainants will be notified of the Village's decision not to pursue a complaint and the reason via mailed letter.

6.1 Infractions Complaint

For complaints involving municipal infractions, the Village Administrator will review the complaint and complaint form. Complaints will be investigated for validity and resolution. If the complaint is found valid the following processes will be followed:

- 6.11 If this is the first complaint received, an abatement notice will be sent via certified mail to the offender specifying the complaint and action required to be in compliance with the Ordinances or Policies of the Village of Richfield. If the notice returns uncertified it will be hand delivered by a Law Enforcement Officer. Notices will also include a reasonable time frame for abatement. The notice shall cite the ordinance and consequences of noncompliance.
- 6.12 In the event that the abatement has not occurred in the time frame allowed or in the event of a second complaint, after the first abatement period has expired, a first offense citation may be issued. The appropriate municipal infraction citations may be issued for each occurrence thereafter as allowed. Each violation and each day a violation continues or occurs shall constitute a separate offense per Chapter 1 of the Village Code Section ~~1_3(3)(b).1.15 (B).~~
- 6.13 Should citations be issued per Village Code, the citations will proceed pursuant to applicable laws.

6.2 Non-Infractions Complaint

Steps will be taken on non-violation issues to be resolved by the appropriate body, preferably by Village staff. Example: matters involving street repairs will be reviewed by the Administrator and the Public Works/Parks Superintendant. If not resolved, the matter will be directed to the Administrative Review Appeals Board, provided the matter falls under such jurisdiction as described in Section ~~2.03-11-3~~ (B) of the Village Code, in the event further administrative review is required, and the Village Board will be kept apprised of issues in progress.

6.3 Misconduct Complaint

If the complaint is about a specific employee, the complaint will first be forwarded to the Village Administrator and the employee's direct supervisor. If the complaint is about a department head, the complaint will be forwarded to the Administrator who will make the determination as to how the complaint handling will proceed.

6.31 If legal counsel is required, the Administrator will consult the Village Attorney.

6.32 If a closed session is required, the Administrator may call a special meeting with the Board upon request of the employee.

6.33 If disciplinary action is required, the disciplinary procedures laid out in the employee handbook will be followed.

6.34 If the complaint is about a Board member, the complaint will be forwarded to the Administrator who will determine how to proceed. If legal counsel is required, the Administrator will contact the Village Attorney.

6.35 If the complaint is about the Administrator, the complaint will be forwarded to the Board President who will determine how to proceed. If legal counsel is required, the Board President will contact the Village Attorney.

7 RESERVATION OF RIGHTS.

This complaint policy is intended to create orderly guidelines for processing various routine complaint issues. The Village reserves the right to proceed differently than described in this policy if the Village Administrator or Village Board find different action is appropriate. Among the possible alternative actions, without limitation, may be to skip the abatement notice as described in Section ~~6-11.4(F)~~ and issue immediate

citations; refer matters to other jurisdictions, such as to the Washington County District Attorney; proceed with statutory hearings, such as regarding police disciplinary proceedings; summary abatement of violations; Circuit Court litigation; taking no action, for example upon finding the parties have adequate private remedies; and other possible actions or inactions as the Village Administrator or Village Board may determine.

8 CONFLICTS.

Where this policy conflicts with applicable federal, State or Village laws, codes, ordinances or other lawful regulations, such applicable laws shall control.

| Amended on
2014.2.20



4128 Hubertus Rd.
Hubertus, WI 53033
Phone: (262) 628-2260
Fax: (262) 628-2984

Village of Richfield Complaint Form

Please complete the following information so that the Village can investigate your complaint.

Name: _____ Date: _____

Address: _____ Phone number: _____

If requested, will you attend a Village Board meeting to explain your complaint? Yes ___ No ___

If no, please explain why: _____

Nature of complaint: (include the date, time, place, and facts of your complaint)

Explain how you feel the complaint should be resolved:

Should a citation be issued, you may be required to testify to the above complaint in a court of law. Do you agree to so testify? Yes ___ No ___

Signature _____ Date: _____

All complaints must be signed and dated to be considered valid.

Village Hall Office Use Only

Received by: _____ Date: _____

Copied to: _____ Date: _____

Administrator's signature: _____ Date: _____

Follow up completed by: _____ Date: _____

Comments: _____

7a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7a

MEETING DATE: February 20, 2014

SUBJECT: Recovery of Unlawful Tax, 609 Scenic Road (Tax Key: V10-1161)
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION: SHOULD THE VILLAGE BOARD GRANT THE CLAIM FOR A "RECOVERY OF UNLAWFUL TAX"?

ISSUE SUMMARY:

Richard and Yvonne Holz, of 609 Scenic Road, Colgate contacted Deputy Clerk Fochs in late 2013 regarding her raise in property assessment values and the subsequent increase to their tax bill. By way of background, in 2012 the Holz's assessment for land and improvements was \$321,300. In 2013 the assessment increased to \$494,300, even though no changes had been made to the land. This amounted to a 54% increase in assessed value. Her tax bill went from \$4,710.57 in 2012 to \$6,968.26 in 2013, respectively. When she received her current tax bill, she contacted Village Staff to ascertain the reason for the significant increase.

The error in question was a misclassification of approximately 28.42 acres of land as a "productive forest", when in fact it is an abandoned quarry (see attached topographical map). Generally speaking, the onus is on property owners to contest their assessments to the Board of Review in order to receive any sort of "relief" on a disputed assessment. However, the law does advocate for property owners in instances where there was a 'palpable error' made by a municipality. In this instance it is clear a 'palpable error' was made by Associated Appraisals in the classification of the property pursuant to section §74.33 of the Wisconsin State Statutes.

Tonight the Village's contracted Assessor, Dean Peters, will be on-hand to answer questions the Board may have and to discuss the process to assist Staff in filing the necessary 'charge back' requests to the Wisconsin Department of Revenue.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs: \$269.31
Future Ongoing Costs: Administrative
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. 2013 Tax bill
2. 2012 Tax bill
3. Letter dated January 7, 2014 from Mrs. Holz
4. Letter dated January 28, 2014 from Village Assessor, Dean Peters
5. §74.35 Wis. Statutes
6. §74.33 Wis. Statutes
7. Washington County GIS topographical map for subject property

STAFF RECOMMENDATION:

Motion to approve the request by Richard and Yvonne Holz of 609 Scenic Road, Colgate (Tax Key: V10-1161) for the recovery of unlawful taxes in the amount of \$2,244.23 and to direct Staff to work with Associated Appraisals on the necessary paperwork to file with the Wisconsin Department of Revenue.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

79

MEETING DATE: February 20, 2014

SUBJECT: Recovery of Unlawful Tax, 609 Scenic Road (Tax Key: V10-1161)
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

APPROVED FOR SUBMITTAL BY:

Caroline Inks

Village Staff Member

Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

REAL ESTATE PAYMENT RECEIPT

1/8/2014

WASHINGTON

TAX YEAR: 2013

DONNA JACKSON
VILLAGE OF RICHFIELD
4128 HUBERTUS RD
HUBERTUS, WI 53033

Total Tax: \$7,075.56
Less Lottery Credit Claimed: \$107.30
Less Tax Paid: \$3,431.26
Balance Due: \$3,537.00

Legal Description
NE SE
V161 P553+V1016 P55+DOC
1036546
EXC PT SOLD
SEC 27-9-19 PDF#03520

Parcel Number: 1661161
Bill Number: 0015448
Physical Address: SCENIC RD 609

HOLZ YVONNE E HOLZ RICHARD R
609 SCENIC RD
COLGATE, WI 53017

Land Assessment: \$397,600.00
Improvement Assessment: \$96,700.00
Total Assessment: \$494,300.00
EFMV: \$468,800.00
Special Assessments: \$0.00
MFL/FCL: \$0.00
Acreage: 38.27

Receipt Date	Operator						
Receipt Number	Paid By	Check #	Batch #	Tax Paid	Refund	Other	Total Paid
12/19/2013		2401	5	\$3,431.26	\$0.00	\$0.00	\$3,431.26
789	HOLZ YVONNE						

REAL ESTATE PAYMENT RECEIPT

2/12/2014

WASHINGTON

TAX YEAR: 2012

DONNA JACKSON
VILLAGE OF RICHFIELD
4128 HUBERTUS RD
HUBERTUS, WI 53033

Total Tax: \$4,805.40
Less Lottery Credit Claimed: \$94.83
Less Tax Paid: \$2,308.57
Balance Due: \$2,402.00

Legal Description
NE SE
V161 P553+V1016 P55+DOC
1036546
EXC PT SOLD
SEC 27-9-19 PDF#03544

Parcel Number: 1661161
Bill Number: 0031705
Physical Address: SCENIC RD 609

HOLZ YVONNE E HOLZ RICHARD R
609 SCENIC RD
COLGATE, WI 53017

Land Assessment: \$224,600.00
Improvement Assessment: \$96,700.00
Total Assessment: \$321,300.00
EFMV: \$310,900.00
Special Assessments: \$0.00
MFL/FCL: \$0.00
Acreage: 38.27

Receipt Date	Operator						
Receipt Number	Paid By	Check #	Batch #	Tax Paid	Refund	Other	Total Paid
12/17/2012		2318	4	\$2,308.57	\$0.00	\$0.00	\$2,308.57
212	YVONNE E. HOLZ						

January 7, '14

Village of Richfield
4128 Hubertus RD
Hubertus, WI 53033

Carolyn Fuchs

Re: Palpable error in land Classification.
resulting in excessive assessment of
Property = (50% increase over last year)

Cause: Dean Peters - tax assessor -
mistakenly changed Classification of
Property from "undeveloped" to
"Developed" land. This property is
a "Vacant gravel pit."

I contacted Dean Peters about this
increase. After Dean did further
research of our property, he realized
that it is not usable land for develop-
ment. Dean assured me that he
changed our property back to "undeveloped"
land so this doesn't happen again.
However, as a result our 2013 Tax
bill is incorrect. The assessed land
Value should be 241,200 not 397,600 as
Per Dean Peters re-calculation.

This amounts to a corrected tax bill of \$4724.03 Total, not \$6968.26 which is incorrect. We paid the 1st installment tax of \$3431.26 on 12-19-13.

We are asking that you rescind the 2ND installment by \$2244.23 which is the excessive assessment. This leaves a correct balance due of \$1292.77 by July 31, 2014.

All of this info can be verified by Dean Peters. He is the one who re-calculated our tax bill the correct way. You can call him at 1-800-721-4157.

You can imagine our shock at opening our tax bill to find a 50% increase.

We are glad Dean Peters acknowledges the mistake. We appeal to you to make the necessary change to our tax bill.

Respectfully,
Richard Halz
Yvonne Halz
609 Scenic RD
Colgate, WI 53017

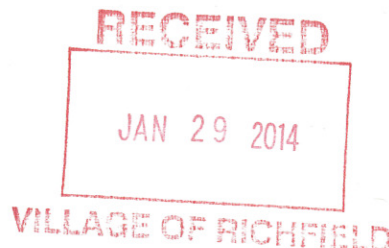
Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



January 28, 2014

Jim Healy, Interim Administrator
Village of Richfield
4128 Hubertus Rd
Hubertus, WI 53033



Re: Claim for Recovery of Unlawful Tax – Holz Property

Mr. Healy:

I have read the letter from Richard & Yvonne Holz, dated 1/7/2014, to the Village of Richfield, in which the property owners are requesting a refund of property taxes for their property at 609 Scenic Rd (parcel V10 1161). The request is being made under Wisconsin Statutes 74.35, "Recovery of Unlawful Tax," based on an error in the 2013 assessed value.

The error in question is a misclassification of 28.42 acres of land as productive forest, when in fact the land is an abandoned quarry. Abandoned quarries and gravel pits must be classified as "undeveloped" land and assessed at 50% of market value per Wisconsin Statutes and the *Wisconsin Property Assessment Manual*. Prior to 2013, this acreage was correctly classified; however, during my review of rural land classifications this acreage was incorrectly reclassified as it appeared to be wooded land.

Under most circumstances, property owners are required to contest their assessments to the Board of Review in order to receive any relief on a disputed assessment. However, the law does provide for certain types of errors, called "palpable errors" to be corrected after taxes are billed and any excess taxes may then be refunded or rescinded.

In my opinion this error qualifies as a "palpable error" under Wisconsin Statutes 74.33. My recommendation is that the Village should allow the claim and rescind the excess taxes in the amount of \$2,244.23. The Village can subsequently request a "charge back" of the rescinded taxes from the Department of Revenue. I am willing to assist the Clerk in filing this request. If approved, all or part of the rescinded taxes would be refunded to the Village in February of 2015.

I apologize for this error and any inconvenience it may cause. I offer my assistance in any way necessary to move forward with this matter. Please contact me at 1-800-721-4157 with any questions you may have.

Respectfully,

Dean W. Peters
Project Manager

74.35 Recovery of unlawful taxes.

- (1) DEFINITIONS. In this section "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33 (1) (a) to (f) were made. "Unlawful tax" does not include a tax in respect to which the alleged defect is solely that the assessor placed a valuation on the property that is excessive.
- (2) CLAIM AGAINST TAXATION DISTRICT.
- (a) A person aggrieved by the levy and collection of an unlawful tax assessed against his or her property may file a claim to recover the unlawful tax against the taxation district which collected the tax.
- (b) A claim filed under this section shall meet all of the following conditions:
1. Be in writing.
 2. State the alleged circumstances giving rise to the claim, including the basis for the claim as specified in s. 74.33 (1) (a) to (e).
 3. State as accurately as possible the amount of the claim.
 4. Be signed by the claimant or his or her agent.
 5. Be served on the clerk of the taxation district in the manner prescribed in s. 801.11 (4).
- (2m) EXCLUSIVE PROCEDURE. A claim that property is exempt, other than a claim that property is exempt under s. 70.11 (21) or (27), may be made only in an action under this section. Such a claim may not be made by means of an action under s. 74.33 or an action for a declaratory judgment under s. 806.04.
- (3) ACTION ON CLAIM.
- (a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.
- (b) The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.
- (c) If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.
- (d) If the taxation district disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.
- (4) INTEREST. The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8% per month.

(5) LIMITATIONS ON BRINGING CLAIMS.

- (a)** Except as provided under par. (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.
 - (b)** A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87.
 - (c)** No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. 74.11, 74.12 or 74.87.
 - (d)** No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. 70.11 (21) or (27).
- (6) COMPENSATION FOR TAXATION DISTRICT.** If taxes are refunded under sub. (3), the governing body of the taxation district may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1991 a. 39; 1997 a. 237; 2007 a. 19.

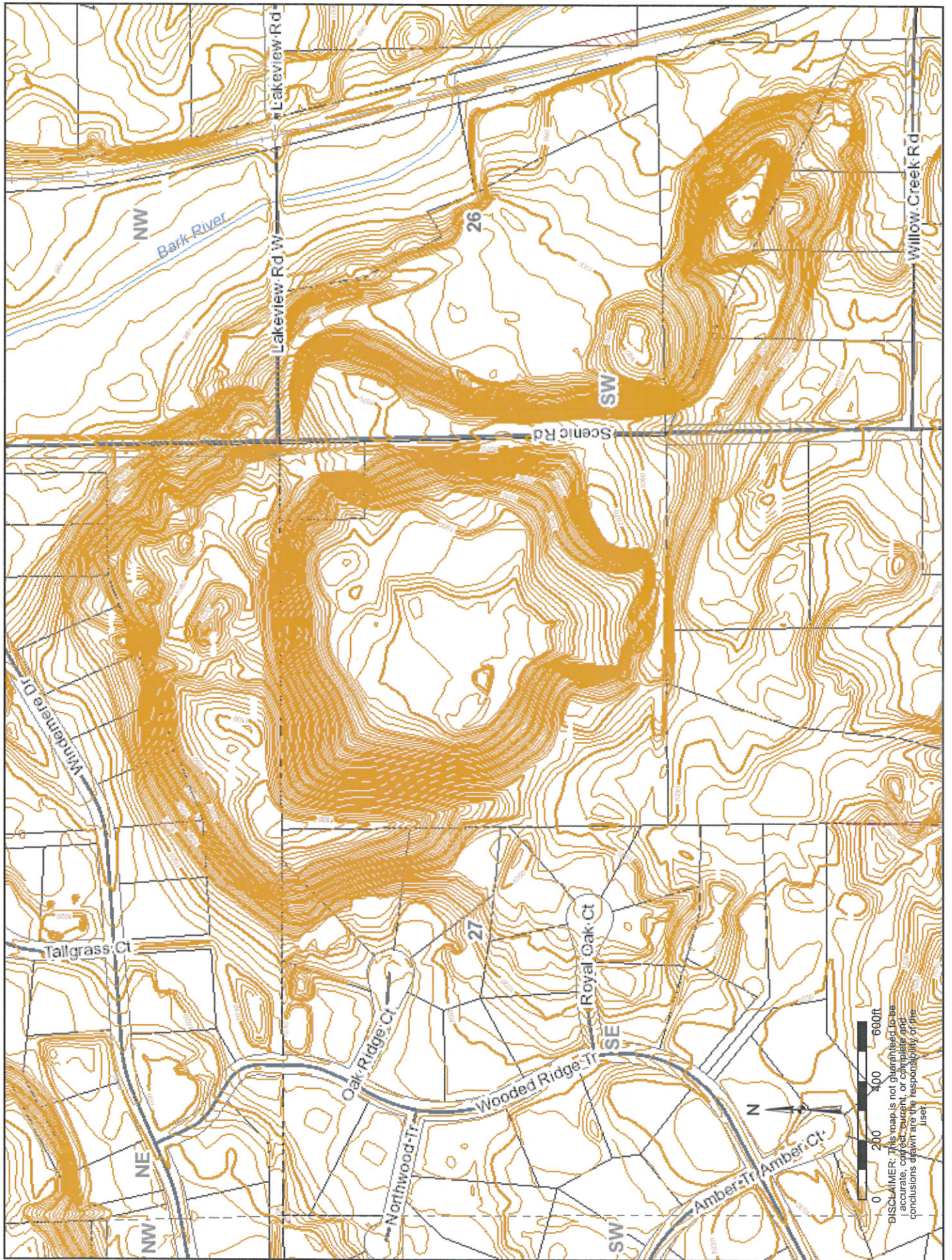
This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. *Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal*, 2010 WI App 119, 328 Wis. 2d 760, 789 N.W.2d 392, 09-2568.

74.33 Sharing and charging back of taxes due to palpable errors.

- (1) **FOUNDATIONS.** After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the governing body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:
- (a) A clerical error has been made in the description of the property or in the computation of the tax.
 - (b) The assessment included real property improvements which did not exist on the date under s. 70.10 for making the assessment.
 - (c) The property is exempt by law from taxation, except as provided under sub. (2).
 - (d) The property is not located in the taxation district for which the tax roll was prepared.
 - (e) A double assessment has been made.
 - (f) An arithmetic, transpositional or similar error has occurred.
- (2) **EXCEPTIONS.** The governing body of a taxation district may not refund or rescind any tax under this section if the alleged error may be appealed under s. 70.995 (8) (c) or if the alleged error is solely that the assessor placed a valuation on the property that is excessive.
- (3) **CHARGING BACK AND SHARING TAXES.** If an error under sub. (1) has been discovered, the governing body of the taxation district shall proceed under s. 74.41.

History: 1987 a. 378; 1991 a. 39; 1993 a. 307; 1995 a. 408.

A potential error in classifying a mobile home as real, not personal, property was not a clerical error under sub. (1) (a), nor could it be considered to be the inclusion of a real property improvement that did not exist under sub. (1) (b), as the property did exist. *Ahrens v. Town of Fulton*, 2000 WI App. 268, 240 Wis. 2d 124, 621 N.W.2d 643, 99-2466. Affirmed on other grounds, 2002 WI 29, 251 Wis.2d 135, 641 N.W.2d 423, 99-2466.



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

7b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: February 20, 2014

SUBJECT: One-lot Certified Survey Map (CSM) of property located at 1320 Friess Lake Road
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION AND APPROVE THE ONE-LOT CSM?

ISSUE SUMMARY:

Charlene Woods owns the above-referenced property, and has submitted a one-lot certified survey map (CSM) to remedy a deficient legal description that was created decades ago. Specifically, this survey has been completed to clarify a disparity between the written conveyance of this parcel with the actual 'measured as' parcel dimensions. The subject parcel is currently zoned Rs-2 Single Family Residential District. It is 81,221 square feet or 1.865 acres.

At the February 6, 2014 Plan Commission meeting this petition was considered and the following motion was made:

Motion by Commissioner Bob Lalk to recommend approval to the Village Board the proposed CSM prepared for the property located at 1320 Friess Lake Road (V10-0674-00A) as prepared by Compass Surveying with the following Specific Conditions of Approval and General Conditions of Approval:

Specific Conditions of Approval:

1. The developer shall put a note on the face of the certified survey map substantially as follows:

"Various buildings currently located on Lot 1 do not comply with the Village's zoning regulations in effect on the date the Village Board approved this certified survey map. Approval of this certified survey map by the Village of Richfield does not waive any zoning requirement. Therefore, all buildings and uses are subject to applicable zoning regulations that are in effect."

2. On Sheet 2, change the signature block for the Village Administrator as follows: "Jim Healy, Interim Village Administrator".

General Conditions of Approval:

1. The developer shall satisfy all comments, conditions, and concerns of the village engineer, the village planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. The developer shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Vice-Chairman Donald Berghammer; Motion passed without objection.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: February 20, 2014

SUBJECT: One-lot Certified Survey Map (CSM) of property located at 1320 Friess Lake Road
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

After a subsequent review by Village Staff, the requested changes by the Plan Commission have been made.

While one-lot CSMs are not typically common in the Village, Staff appreciates the efforts of this property owner to ensure the accuracy of the filed surveys at the Washington County Register of Deeds.

FISCAL IMPACT:

REVIEWED BY:

Donna Faurson
Village Interim Treasurer

Initial Project Costs: None

Future Ongoing Costs: None

Physical Impact (on people/space): Survey boundaries clearly delineated

Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Proposed CSM prepared by Jeffrey Butzke for the subject property with a revision date of February 13, 2014
2. Washington County GIS aerial overview of subject property



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

76

MEETING DATE: February 20, 2014

SUBJECT: One-lot Certified Survey Map (CSM) of property located at 1320 Friess Lake Road
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

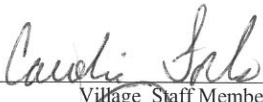
STAFF RECOMMENDATION:

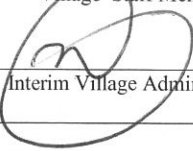
Motion to approve the proposed CSM prepared for the property located at 1320 Friess Lake Road (V10-0674-00A) as prepared by Compass Surveying with the following General Conditions of Approval:

General Conditions of Approval:

4. The developer shall satisfy all comments, conditions, and concerns of the village engineer, the village planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
5. The developer shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
6. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

TAX PARCEL NUMBER:
V10-067400A

CERTIFIED SURVEY MAP

FOR
CHARLENE R. WOODS

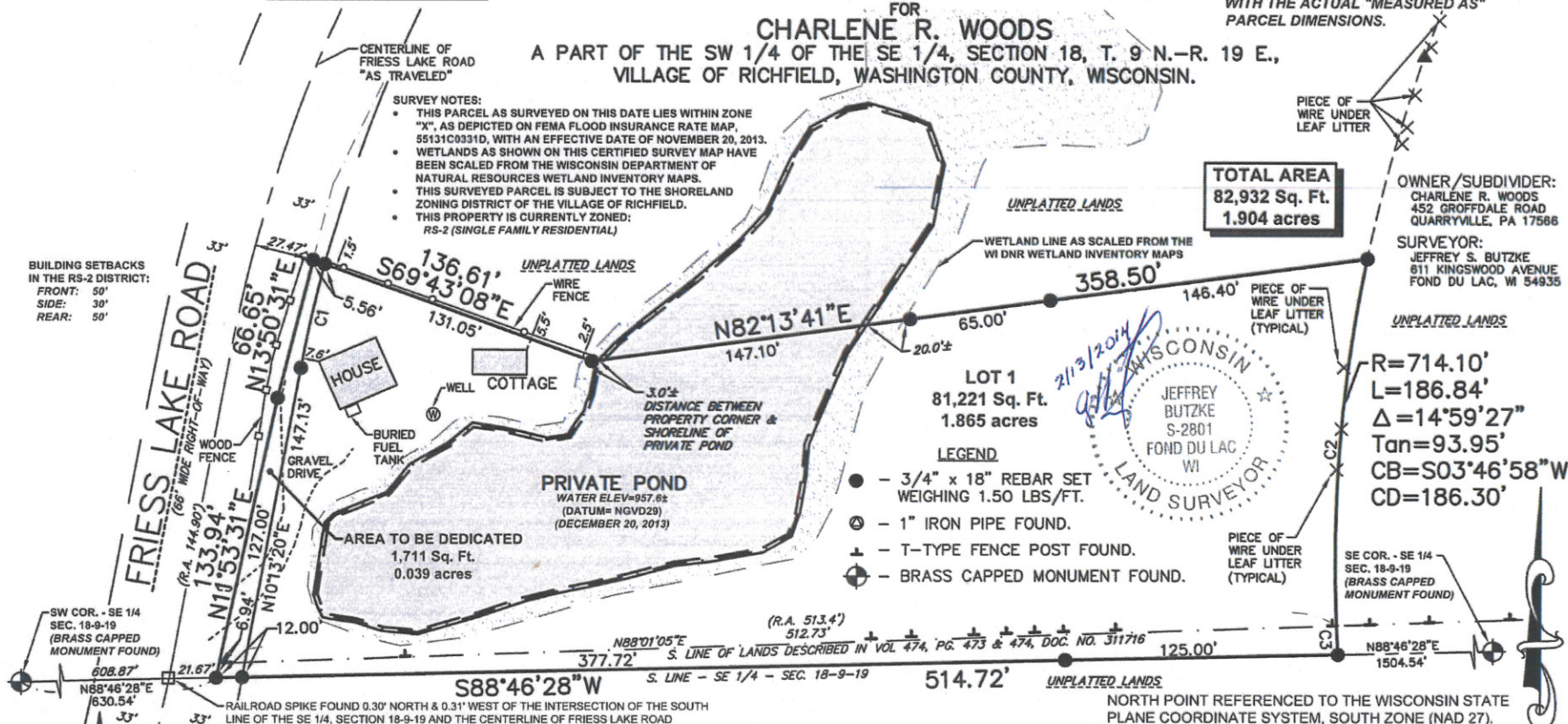
A PART OF THE SW 1/4 OF THE SE 1/4, SECTION 18, T. 9 N.-R. 19 E.,
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN.

THIS SURVEY HAS BEEN COMPLETED TO
CLARIFY A DISPARITY BETWEEN THE
WRITTEN CONVEYANCE OF THIS PARCEL
WITH THE ACTUAL "MEASURED AS"
PARCEL DIMENSIONS.

SURVEY NOTES:

- THIS PARCEL AS SURVEYED ON THIS DATE LIES WITHIN ZONE "X", AS DEPICTED ON FEMA FLOOD INSURANCE RATE MAP, 55131C0331D, WITH AN EFFECTIVE DATE OF NOVEMBER 20, 2013.
- WETLANDS AS SHOWN ON THIS CERTIFIED SURVEY MAP HAVE BEEN SCALED FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES WETLAND INVENTORY MAPS.
- THIS SURVEYED PARCEL IS SUBJECT TO THE SHORELAND ZONING DISTRICT OF THE VILLAGE OF RICHFIELD.
- THIS PROPERTY IS CURRENTLY ZONED:
RS-2 (SINGLE FAMILY RESIDENTIAL)

BUILDING SETBACKS
IN THE RS-2 DISTRICT:
FRONT: 50'
SIDE: 30'
REAR: 50'

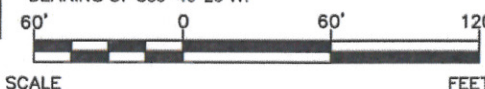


Compass
Surveying, LLC

611 Kingswood Avenue | Fond du Lac, WI 54935

CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD BEARING	CHORD
C1	682.69'	49.959'	4°11'34"	24.99'	S12°19'07"W	49.95'
C2	714.10'	173.300'	13°54'17"	87.08'	S04°19'33"W	172.88'
C3	714.10'	13.536'	1°05'10"	6.77'	S03°10'10"E	13.54'

NORTH POINT REFERENCED TO THE WISCONSIN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).
THE SOUTH LINE OF THE SOUTHEAST QUARTER,
SECTION 18, T. 9 N.-R. 19 E., HAS A PUBLISHED
BEARING OF S88°46'-28"W.



CERTIFIED SURVEY MAP

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4,
SECTION 18, T. 9 N. – R. 19 E., VILLAGE OF RICHFIELD,
WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Jeffrey S. Butzke, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

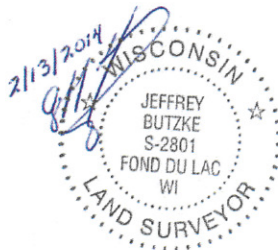
That I have made such Certified Survey under the direction of Charlene R. Woods of a parcel of land being bounded and described as follows:

A part of the Southwest 1/4 of the Southeast 1/4, Section 18, T.9 N.-R. 19 E., Village of Richfield, Washington County, Wisconsin, being previously described in Warranty Deed, recorded in Volume 474, Page 473 & 474, Records, Washington County Register of Deeds Office, as Document Number 311716, and being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4, said Section 18; thence North 88°-46'-28" East along the South line of the Southeast 1/4, said Section 18, 630.54 feet to a the **point of beginning**; thence North 11°-53'-31" East, 133.94 feet; thence North 13°-50'-31" East, 66.65 feet; thence South 69°-43'-08" East, 136.61 feet; thence North 82°-13'-41" East, 358.50 feet; thence Southwesterly on a curve to the left having a radius of 714.10 feet, 186.84 feet along curve to a point which is South 03°-46'-58" West, 186.30 feet from last described point, said point also being on the South line of the Southeast 1/4, said Section 18; thence South 88°-46'-28" West along said South line, 514.72 feet to the point of beginning and containing 1.904 acres (82,932 Sq. Ft.) of land more or less and being subject to all easements and restrictions of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Richfield in surveying, dividing, and mapping the same.



Jeffrey S. Butzke, R.L.S. No. S-2801

Compass Surveying, LLC
Fond du Lac, Wisconsin 54935

Project Number: 130090

SURVEY NOTE:

"Various buildings currently located on Lot 1 do not comply with the Village's zoning regulations in effect on the date the Village Board approved this certified survey map. Approval of this certified survey map by the Village of Richfield does not waive any zoning requirement. Therefore, all buildings and uses are subject to applicable zoning regulations that are in effect."

VILLAGE OF RICHFIELD CERTIFICATE

STATE OF WISCONSIN)
WASHINGTON COUNTY) SS

This Certified Survey Map along with the resulting lot is approved and the dedication as shown is hereby accepted by the Village Board of Trustees of the Village of Richfield this _____ day of _____, 2014.

John Jeffords, Village President

Jim Healy, Interim Village Administrator

This Instrument was prepared by Jeffrey S. Butzke, P.L.S

CERTIFIED SURVEY MAP # _____

VOLUME _____

PAGE _____

SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4,
SECTION 18, T. 9 N. - R. 19 E., VILLAGE OF RICHFIELD,
WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

As Owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat. I also certify that this plat is required by s. 236.10, s. 236.12, or s. 236.34 to be submitted to the following for approval or objection:

1. Village of Richfield

WITNESS the hand and seal of said owner this 16th day of January, 2014.

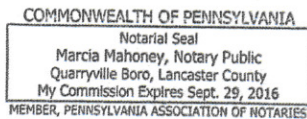
IN PRESENCE OF:

Charlene R. Woods
Charlene R. Woods, Owner

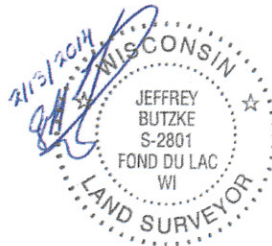
STATE OF PENNSYLVANIA
LANCASTER COUNTY

)
)SS

Personally came before me this 16th day of January, 2014, the above named Charlene R. Woods to me known to be the person who executed the foregoing instrument and acknowledged the same.



Marcia Mahoney
Notary Public, Quarryville, PA
My Commission Expires: 09/29/2016



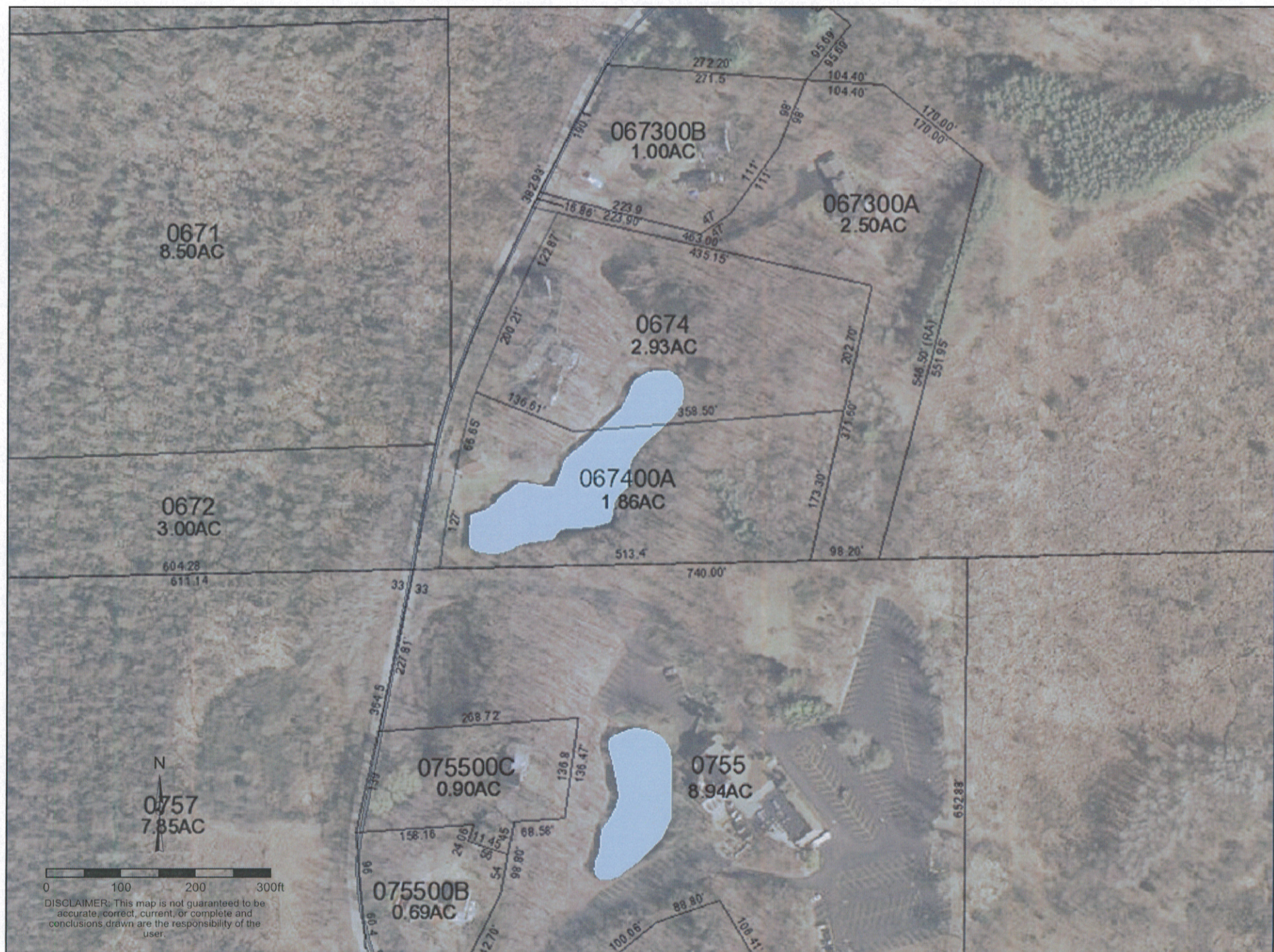
This Instrument was prepared by Jeffrey S. Butzke, P.L.S

CERTIFIED SURVEY MAP # _____

VOLUME _____

PAGE _____

SHEET 3 OF 3 SHEETS





VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7cid

MEETING DATE: February 20, 2014

SUBJECT: Deed Restrictions and Developer's Agreement for Bark Lake Estates Subdivision
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION AND APPROVE THE 1) DEED RESTRICTIONS AND ALSO APPROVE THE 2) DEVELOPER'S AGREEMENT FOR BARK LAKE ESTATES SUBDIVISION?

ISSUE SUMMARY:

The Village Board approved the preliminary plat for Bark Lake Estates subdivision with conditions on November 21, 2013 with the following motion for approval:

Motion by Trustee Brandner to approve the preliminary plat for Bark Lake Estates subdivision with the conditions of approval recommended by the Plan Commission and as revised by the Assistant to the Administrator and set forth on the attached sheet, seconded by Trustee Voss. Motion carried unanimously.

The developer has submitted Deed Restrictions and a Developer's Agreement for review to satisfy two of the conditions:

Deed Restrictions

As indicated in the Village Board's approval of the preliminary plat, the Plan Commission serves in an advisory capacity in the review of the Deed Restrictions. At the February 6, 2014 Plan Commission meeting the following motion was made:

Motion by Commissioner Bob Lalk to recommend to the Village Board the approval of the Deed Restrictions, dated January 30, 2014, subject to the review and approval by the Village Attorney as to the form and content; Seconded by Commissioner Donald Berghammer; Motion passed without objection.

Village Attorney John Macy as well as Staff has reviewed the Deed Restrictions and the vast majority of the recommendations for correction have been incorporated herein. Please refer to the attachments for the February 7, 2014 communication from Village Attorney John Macy in this regard. However, two items do need to still be addressed:

- In Comment #12 Attorney Macy discusses a requirement of the developer to create the association and the architectural control committee. Should the Village Board choose to approve the Deed Restrictions an additional condition of approval that a home owners association and architectural control committee be created before the final plat is recorded.
- In Comment #7 & #8 Attorney Macy discusses Section 11.1 in relation to model homes. Although the covenants allow model homes, the Village's current zoning code does not allow model homes. Therefore, model homes may not be established as provided in the last sentence of S.11.1(a) which reads as follows: "Any use as a model home shall comply with applicable Village Ordinances and shall only be permitted upon approval by the Village". Even though we do not currently have a vehicle to allow for model homes, the verbiage relating to model homes should be removed.

Developer's Agreement

At the November 21, 2013 Village Board meeting, when the preliminary plat for Bark Lake Estates was approved it was approved with the following: Specific Condition of Approval 7(e), "The Developer shall submit a developer's agreement to the Village Board and obtain approval of the same from the Village Board. Such agreement shall address the improvements and other matters and shall be based on the most current version of the model agreement as prepared by the Village Attorney."

The most current draft of the Village's Developer's Agreement was provided to the applicants and the subsequent review has been performed by our Consultant Planner Tim Schwecke. While Consultant Planner Schwecke agrees that the comments addressed in Attorney Macy's original review of the Developer's Agreement have been rectified, Staff is recommending a final review by him.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

7c: d

MEETING DATE: February 20, 2014

SUBJECT: Deed Restrictions and Developer's Agreement for Bark Lake Estates Subdivision
DATE SUBMITTED: February 12, 2014
SUBMITTED BY: Jim Healy, Interim Village Administrator

FISCAL IMPACT:

REVIEWED BY:

Village Interim Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): Creation of a subdivision on the NE side of Bark Lake
Residual or Support/Overhead/Fringe Costs: Administrative

ATTACHMENTS:

1. Declaration, conditions and restrictions of Bark Lake Estates, drafted 2/11/2014
2. Developer's Agreement, drafted 12/26/13
3. February 7, 2014 Communication from Village Attorney John Macy RE: Deed Restrictions

STAFF RECOMMENDATION:

Deed Restrictions

Motion to approve the Deed Restrictions, dated February 11, 2014, subject to the review and approval by the Village Attorney as to the form and content and the following specific conditions of approval:

- Provided the Developer establish the Homeowner's Association and the Architectural Control Committee before the final plat is recorded at the Washington County Register of Deeds.
- Verbiage relating to the use of 'model homes' in the Deed Restrictions be stricken from the final copy prior to the final plat being recorded at the Washington County Register of Deeds.

Developer's Agreement

Motion to approve the Developer's Agreement, dated December 26, 2013, subject to the review and approval by the Village Attorney as to the form and content.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

Interim Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BARK LAKE ESTATES

This Declaration of Covenants, Conditions and Restrictions of Bark Lake Estates (this "Declaration") is made and entered into by Connsher, LLC ("Declarant").

RECITALS

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, covenants, restrictions, conditions, easements and uses upon such real property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such use of surrounding lots as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Declarant makes no assurance that the stated intentions shall result in stability or increase in value of a lot in the subdivision. All such activities required and permitted through these covenants shall comply with all rules and regulations as may be established by the Village of Richfield.

DRAFTED2/11/2014

ARTICLE 1 DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean Bark Lake Estates, Inc., the members of which shall be all owners of Lots in the Subdivision.

1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 Building. A "Building" shall be any freestanding structure located in the Subdivision.

1.5 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.6 Common Areas. The "Common Areas" under these Declarations consist of Outlot 1 identified on the Final Plat for Bark Lake Estates Subdivision. Common areas shall be maintained by the Owners Association as detailed herein. All outlots in this subdivision shall be owned in equal undivided interest by the owners of lots in the subdivision.

1.7 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in the Common Areas and some of which may be located in public streets; all signs on the property generally identifying the Subdivision as Bark Lake Estates Subdivision, and any ponds, buildings or other improvements made by the Association in the Common Areas. The landscape berm on Lot 7, as further described in Section 6.6(b) is also a Common Improvement.

1.8 Declarant. The "Declarant" shall mean Connsher LLC, a Wisconsin limited liability corporation and the successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

1.9 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.10 Director. A "Director" shall mean a member of the Board.

1.11 Drawings. The term "Drawings" is defined in Section 6.1 (b)

1.12 Bark Lake Documents. "Bark Lake Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.13 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee. "Mortgagee" shall mean the holder of a mortgage.

1.16 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.17 Outlot. "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular number as shown on the Plat

1.18 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots which it holds title.

1.19 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

1.20 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.

1.21 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.22 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.23 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.24 Subdivision. "Subdivision" shall mean all of Lots as shown on the Plat.

1.25 Village. "Village" shall mean the Village of Richfield, Wisconsin, and its successors.

ARTICLE 2 ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all Lots; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of penalty.

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village is required.

2.6 Ownership of Common Areas. Each Owner of a Lot shall own a 1/8 interest in the Common Areas to be held by the Owners as undivided interests as tenants in common, subject to the following incidences:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain their individual interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage, or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent and the Owners as the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.

ARTICLE 3 ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses. Assessments shall be approved by a duly convened meeting of the Board of Directors. Notice of assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member, agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the Board of Directors harmless from and against all costs and expenses in connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by proxy.

3.2 Installments: Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement: Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeing to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to any

secure interest, fines and reasonable costs of collection including attorney's fees incurred by the Association incident to the collection of assessment or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements. Within ten (10) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Payment of Assessments by Declarant. Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy assessments against Declarant or Lots for which Declarant is the Owner.

3.6 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 Litigation Reserve. Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a nonrefundable sum of \$500, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund other than as set forth above.

ARTICLE 4 MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guest, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Areas and Common Improvements, including landscaping, trees, and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The storm pond located within the subdivision shall be maintained as follows:

- (a) Inspect outlet structure annually for clogging, unclog pipe and outlet structure as needed.
- (b) Removed sediment from base of pond should less than 3 feet of permanent pool depth exist in greater than 50 percent of the surface area of the permanent wet pool.
- (c) Repair any observed leaks or washouts of the pond walls as needed.

- (d) Should the homeowner's association not perform the required maintenance and repairs, the Village shall have the right to make needed repairs and assess back the cost to each individual lot owner as a special assessment on their property taxes.

4.3 Village Discretionary Authority. In the event the Association does not properly landscape or maintain any Common Area or Common improvement, or properly maintain any signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Area or Common improvements and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Richfield will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area or Common improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Richfield shall then have the authority to landscape and/or maintain any such Common Area or Common Improvement and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Richfield, charges shall become a lien upon the lot owner's Lot as provided in Section 66.0627, Wis Stats, and shall be extended upon the tax rolls as a delinquent tax against the lot owner's Lot as provided in Section 66.0627, Wis.Stats. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

ARTICLE 5 RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject and Rules relating to such Burdens, or (2) the sale of Lots, subject to the other provisions hereof any Rules related thereto. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for a family or guests without prior approval of the ACC.

5.2 Pets The Owner or Occupancy may keep no more than two (2) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed;
- (b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board
- (c) the owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Board;
- (d) the Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;
- (e) no reptiles or uncaged birds shall be permitted and;

(f) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.

If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or enclosure will require approval prior to installation under Section 6.1. Any and all costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the Pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly Pet fee in an amount of Five Hundred Dollars (\$500) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such Pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be considered a property right.

(a) No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

(b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision, except commercial vehicles temporarily parked in the ordinary course of business, denned as not longer than twenty four hours unless otherwise approved by the Board. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

5.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Temporary Structures No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupancy and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Bark Lake Estates Documents. By way of example and not limitation,

offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.9 Signs. No Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulation and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 Environmental Matters / DNR Compliance. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulation or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA") ; Resource Conservation and Recovery Act ("RCRA"), Village ordinances, and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 Solar Collectors. No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development

(a) Architectural Control Committee. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After Declarant conveys to purchasers all of the Lots, the then initial members of the ACC shall resign and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC.

(b) No Development Without Prior Approval. Not less the ten days prior to:

- (1) commencement of construction of any Building or other improvements on any Lot, or

- (2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
- (3) the demolition of any Building or other improvements on any portion or portions of such property, or
- (4) the painting, decoration or alteration of the exterior of any Building or other improvement on such property or
- (5) the installation of an awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fences or other landscape features on any such property,

The Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

- (A) the location, size, elevations and type of Building(s) and other improvements, including but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such property
- (B) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view
- (C) the proposed landscaping (including the proposed timing of installation of such landscaping), and
- (D) the proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposal in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval of the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

Finished Grade for each Home shall be as follows: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, as Exhibit 'B', or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

Prior to the issuance of a building permit for a specific lot, the lot owner and/or their agent shall furnish to the Building inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provide in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it is reasonably determines that delay has been primarily caused by factors outside the control of the Owner; and provided further that the initial driveway need not be completed until 12 months after the date on which the occupancy certificate for the residence is issued.

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in reforming their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area

requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered.) The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) Indemnification. Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot.

The following types of homes on Lots shall have the following **minimum** sizes:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	1,700 square feet
More than one story	2,200 square feet (minimum of 1,800 square feet on the first floor)

(b) For purposes hereof, "more than one story" includes homes referred to as one and one half story, two story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

6.4 Garages

(a) Each residence on a Lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 864 square feet and, if the residence is in excess of 4,547 square feet, a maximum of not more than 190 square feet per 1,000 square feet in the residence itself. Driveways shall be paved with a hard surface material acceptable to the ACC and, within its jurisdictional limits, the Village. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided that the following requirements have been satisfied:

- (1) The garage shall have a minimum of two stalls
- (2) The maximum square footage shall be no greater than 800 square feet.
- (3) Door openings and all overhead doors shall not exceed 10 feet in height
- (4) Color and building materials shall be consistent with the residence on the Lot.
- (5) No vinyl, steel or aluminum shall be allowed on any exterior
- (6) Underground electric shall be required for all detached garages
- (7) No lean-to or carports of any nature shall be permitted.

(c) Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. No steel, vinyl, aluminum, prefabricated or kit sheds shall be permitted. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

(a) If shutters or window casings and trim features are used on windows or divided-lite windows are used, in any case on the front of a residence, then they shall be used on such of the side and rear windows as the ACC shall require.

(b) A residence shall have a roof made of wood shakes, tile, natural slate, metal, 30-year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.

(c) Exterior walls of residences shall be constructed of brick, stone, cedar, stucco, exterior insulation and finish systems ("EIFS"), LP Hardiboard, or combinations thereof. No metal or vinyl siding shall be permitted. Basement or foundation walls shall not be exposed.

(d) Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.

(e) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.

(f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco, cedar, EIFS, LP Hardiboard or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the ACC.

(g) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence.

(h) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "Finish Grade") of a Lot must conform to Master lot grading plan included as Exhibit B of this document and approved by the Village.

(i) No above-ground pools shall be installed. In-ground pools may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.

(j) Declarant will install a mailbox and mailbox support in a style and from a manufacturer selected by the Declarant. Each successive Owner shall maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same or a similar style and in a location all as approved by the ACC.

(k) In making determinations under subsection (j), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(l) Each Owner shall maintain its lantern and mailbox and mailbox post in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(m) If Declarant, in its discretion, installs any light post, lantern, mailbox or Mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(n) All utilities shall be installed underground.

(o) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

6.6 Grading, Landscaping and Drainage.

(a) Declarant and the Village have agreed to a certain Master Grading Plan included as Exhibit B of this document. The topography and ground elevation of each lot shall be finished as required by the Declarant and in accordance with the Master Grading Plan on file with the Village of Richfield, and included as Exhibit B of this document, for the efficient discharge and drainage of surface groundwater throughout the subdivision. Final grading of the lot shall be completed within two months following the date an occupancy permit is issued for a dwelling. Except for drainage easements located on a lot owner's property which shall be maintained by the individual lot owner, any and all drainage easements, detention ponds or the like shall be repaired and/or maintained by the Association. Any drainage easement or detention

area located on the plat shall be maintained in a natural state and clean, clear and free of all obstructions or barrier of any kind. Landscaping within these areas shall be restricted to ground cover to inhibit erosion. Any maintenance deficiency, obstruction or barrier may be removed by the Village of Richfield. Should it become necessary for the Village of Richfield to maintain these areas, the Village may assess a special charge. Prior to the Village of Richfield undertaking any corrective action, the Village Staff must first determine that a deficiency exists under these Declarations concerning the maintenance of drainage easements and that the public interest requires compliance. Thereafter, the Village Staff shall give written notice of the deficiency to the land owner (if applicable) and the Association, unless the Village Staff determines that the health, safety and welfare of the Village requires that action be taken immediately without notice. If notice is required, the notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property, using its own employees and equipment or contract with others for such work to rectify the condition. The cost of such work or services shall be billed to the owner if the deficiency relates to a drainage easement located on a lot owner's property and the Association for all other deficiencies. The Village of Richfield shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Section 66.0627 of the Wisconsin Statutes against the responsible lot owners in the Subdivision. The lot owners do hereby consent to the levying of such special charges and hereby waives any and all notice and hearings which might otherwise be required by State Statute for the levying of special charges, subject to the Village's compliance with the notice provisions detailed herein. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

(b) A landscape berm on Lot 7 of the plat has been made part of the Master Landscape Plan included as Exhibit C of this document and approved by the VILLAGE. Initial construction and planting of the Lot 7 landscape berm shall be completed by the developer prior to sale of Lot 7. The landscape berm on Lot 7 is intended to provide screening to the existing residence located south of Lot 7. The berm shall be undulating from 0 to 3 feet in height with a 10 foot wide top and 3:1 sideslopes. The berm shall be planted with a minimum of four (4) soft maples a minimum of 1 ½ inch caliper and a minimum of twelve (12) blue spruce a minimum of six (6) feet in height. The area between the trees along the berm that are too steep to maintain in lawn shall be a prairie grass mix. Lot 7 lot owner shall be responsible for maintenance of the landscape berm including replanting of trees as needed to maintain the minimum number of trees identified in this paragraph. Should the owner of Lot 7 not maintain the landscape berm as required, the Association may perform the required maintenance/planting and special assess the Lot 7 owner for such expenses incurred.

(c) Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire lot shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within twelve months following the issuance of the occupancy permit for the home.

(d) To avoid a substantial increase in surface water drainage onto adjoining lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining lots if natural drainage on the lot is to be or has been altered by grading or landscaping by the lot owner. No trees, shrubs or other landscaping plantings shall be permitted in any drainage area.

(e) No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

(f) Each lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereof approved by the Village Engineer on file in the Office of the Village Clerk. The Declarant and/or the Village and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant lot, shall have the right to enter upon such lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

(g) Each lot owner shall submit the following to the ACC prior to home construction: two copies of lot grading plan, survey, proposed location of residence on site, driveway location and dimensions, site grade changes (detail), proposed utility lines, retaining walls (include detail drawing), or any detached structures (include detail drawing).

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.

(b) During grading, the Owner is solely responsible for compliance with all erosion control requirements.

(c) Each Owner shall include the following provisions in all Construction contracts for improvements to the Owner's lot:

- (1) The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
- (2) A dumpster for debris shall be provided at the building site for the period of construction. Adequate dumpsters shall be provided for the duration of job and removed as soon as full.
- (3) All debris will be disposed off site in accordance with applicable laws.
- (4) The Owner shall comply with the soil and erosion plan control ordinance of the Village and Washington County.

6.8 Driveways. Each lot shall be improved by the lot owner with an approved hard surface driveway extending from the street to the garage within twelve months following issuance of an occupancy permit for the home. If the driveway is installed as a concrete driveway, the concrete shall be installed no closer than six (6) feet to the traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. All driveway culvert areas are to be asphalted completely around culvert to prevent erosion.

6.9 Monument Signs. The monument signs located on either side of the entrance road have been placed within an easement as shown on the final plat. The monument signs and associated landscape maintenance shall be maintained by the Association with costs of such split evenly between lot owners. Money for said maintenance shall be allocated in the Association's yearly budget.

6.10 Common Patio/Fireplace and Picnic Area. The areas identified on the Master Landscape Plan, Exhibit C of this document, are located in an outlot and are owned equally by all lot owners. The patio, fireplace and associated landscape maintenance shall be maintained

by the Association with costs of such split evenly between lot owners. Money for said maintenance shall be allocated in the Associations yearly budget.

6.11 Pier. The lot owners shall have equal ownership of the pier, or piers, beginning within the outlot and extending into Bark Lake. The pier and any proposed changes to the pier layout are regulated by the Wisconsin Department of Natural Resources (DNR). Each Lot owner shall have rights to use the piers for docking of one boat not to exceed 20 feet in length. Boats shall be docked as to maximize the number of boats that may fit on the piers. All boats shall be removed from the piers by the owner prior to October 15 of each year. For the purposes of this document; one Jet Ski is equivalent to one half of a boat. The pier repair cost and associated maintenance including removal of the piers in Fall and placement in the Spring shall be maintained by the Association with costs of such split evenly between lot owners. Money for said maintenance shall be allocated in the Associations yearly budget. Any changes to the pier alignment, size and configuration shall be approved by a 75% vote of the Association and require DNR and Village written approval. Pier slips are not allowed to be sold or rented to others. The pier is solely for the use of lot owners and their guests. A maximum of one additional boat may be docked at the pier for a guest for a period not to exceed 24 hours. Any boat or Jet Ski lifts shall be approved by the Association prior to installation. Each lot owner may place a maximum of two canoes or kayaks on shore within the outlot seasonally. All canoes and kayaks shall be removed prior to October 15th of each year.

ARTICLE 7 HEIGHT OF GRADE

7.1 On file with the Village are a detailed site and erosion control plan and a detailed drainage plan for the development. Each Lot owner must strictly adhere and finish grade its lot in accordance with the site and erosion control plan and the drainage plan in addition to the master lot grading plan for the Village or any amendment thereto approved by the Village Engineer on file in the office of the Village. Declarant and/or the Village of Richfield and/or their agents, employees or independent contractors shall have the right to enter upon any lot, for the purpose of inspection, maintenance and/or correction of any drainage condition, and the lot owner is responsible for the costs of the same. No owner of any lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any lot from that which is naturally occurring on the lot at the time the site developments have been completed by the Declarant, unless and until he shall first obtain the written approval of the Village Engineer for such grade alterations. In order to obtain the Boards' approval, the lot owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be re-graded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent property owners with regard to drainage or views; the determination of which shall be done by the ACC and the Village of Richfield.

ARTICLE 8 INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which area included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty

insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association for obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupancy responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupancy, its guest, invitee, employees or tenants, arising out of any occurrences with a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9 AMENDMENT OF DECLARATION

9.1 General. This Declaration may be amended by recording in the office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the owners of a least 50% of all lots in the development, and by the Village of Richfield Board, with all signatures duly notarized or by the Declarant prior to the sale of 100% of all lots and by the Village of Richfield Village Board. Such amendment shall be effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2015 subject to obtaining the Village's approval.

9.2 Procedures. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10 RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Bark Lake Estates documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance and;
- (c) Any proposed action that requires the consent of a Mortgage Holder as specified in Article 9.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11 RIGHTS OF DECLARANT

11.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:

- (a) may use the Outlots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots, but not, including maintaining a sales and/or rental office or offices. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefore; provided, however that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be

delivered to or stored at a model home, except for construction of such model home. Any use as a model home shall comply with applicable Village Ordinance and shall only be permitted upon approval by the Village.

(b) shall have the right (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason and for no reason, in which case it shall not be deemed approved or effective.

ARTICLE 12 REMEDIES FOR VIOLATION BY OWNER

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, including an order requiring the removal at Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

12.3 Village of Richfield Enforcement. The Village of Richfield shall have no obligation, at any time, to enforce or prosecute any violation of this document, but any forbearance or failure on the part of the Village to exercise any right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, orders, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than as stated in this Declaration. In the event there is a conflict between the requirements of this Declaration and any provisions of the Village, County, State or federal law or regulation or lawful order, the more restrictive provision shall apply.

ARTICLE 13 EASEMENTS

13.1 Right of Entry. A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Boards deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of drainage swales in the Common Areas to service individual Lots as approved by the Association in accordance with Section 2.5 above. A 35 foot shoreland preservation area has been established along the ordinary high water mark of Bark Lake within the outlot of this subdivision. Removal of woody vegetation and the cutting of wetland vegetation (whether woody or non-woody) shall be prohibited within the designated 35 feet with the exception of 10 foot wide paths to access the pier locations. Motor vehicles shall be prohibited from use within the outlot/common areas of this subdivision.

13.3 Drainage. An easement is reserved to Declarant, the Association and the Village over lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Village.

ARTICLE 14 TERMINATION

14.1 Termination. This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all lot owners and any other persons claiming under or through the Declarant. Upon the expiration date of such initial twenty-five year period, this Declaration shall be automatically renewed for a successive period of ten years upon the expiration date of the prior renewal period, unless there is a recorded instrument executed by the owners of at least 75% of all lots in the development and by the Village of Richfield Village Board or by the Declarant prior to selling 100% of the lots and by the Village of Richfield Village Board terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

ARTICLE 15 CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of

one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions whereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Tax Delinquency. In the event Washington County and/or the Village of Richfield become owners of any lot through the tax delinquency process, neither Washington County nor the Village of Richfield shall be liable for any fees or special assessments described herein.

15.10 Disclaimer. Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

Executed at Washington County, Wisconsin, on the _____ day of _____, 2014

Connsher, LLC.

By:

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

) **SS**

COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____, 2014, the above
named _____ and _____ to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

DEVELOPER'S AGREEMENT
FOR
BARK LAKE ESTATES
VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

THIS AGREEMENT made this 26th day of December, 2013, between CONNSHER LLC, a limited liability company, PO Box 327, Richfield, WI, 53076 hereinafter called "DEVELOPER", and the VILLAGE of RICHFIELD in the County of Washington and the State of Wisconsin, hereinafter called the "VILLAGE".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of approximately 37.3 acres of land in the VILLAGE, said land being described on EXHIBIT A and shown on EXHIBIT B preliminary plat attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the subject lands lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned residential RS-3, which allows the above development; and

WHEREAS, the DEVELOPER and VILLAGE desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the VILLAGE, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the VILLAGE Engineer, without cost to the VILLAGE; and

WHEREAS, this agreement is necessary to implement the VILLAGE zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the VILLAGE Plan Commission and VILLAGE Board, conditions of certain agencies and individuals in the County, all VILLAGE ordinances and all laws and regulations governing said development; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by VILLAGE ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and VILLAGE specifications, regulations and ordinances, and written proof from the VILLAGE Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the VILLAGE Clerk's office dated the 13th day of September, 2013.
3. "Reserved" for future use
4. The first lifts of the public streets will be completed and presented to the VILLAGE Board no later than August 1, 2015, or as extended by the VILLAGE Board. The first course must be installed prior to filing of the final plat.
5. The second "lift" or layer of asphalt shall be installed on the dedicated public roadway pursuant to the Village's Land Division Regulations on or before October 1 of any given calendar year, unless approved by the Village Engineer and within:
 - (a) One year after the date the final plat was approved by the Village Board if at least sixty six (66) percent of the building sites have been constructed upon.
 - or
 - (b) Two (2) years after the date the final plat was approved by the Village Board.
6. The DEVELOPER shall maintain public streets, including snowplowing, until Final Acceptance is granted by the VILLAGE Board as set forth in Section III.

7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the VILLAGE Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the VILLAGE. If said mud, dirt, stone or debris are not cleaned up after notification, the VILLAGE Board will may do so at the Developer's and/or subject property owner's expense, at the option of the VILLAGE.

B. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and written proof that the VILLAGE Engineer has reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications, and all applicable federal, state, county and VILLAGE regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the VILLAGE Engineer, on file in the VILLAGE Clerk's office dated the 13th day of September, 2013, including where necessary as determined by the VILLAGE Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the VILLAGE Board before any building permits are issued.
4. The VILLAGE Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the VILLAGE Engineer.

5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the VILLAGE Board.
6. The VILLAGE retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the VILLAGE Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
7. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the VILLAGE Engineer prior to the issuance of Building Permits, if required by the VILLAGE Engineer.

C. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the VILLAGE written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, and written proof that the VILLAGE Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the VILLAGE Engineer, and Army Corps of Engineers, if applicable.
3. All disturbed areas shall be restored to the satisfaction of the VILLAGE Engineer within seven (7) days of disturbance. Said cash or letter of credit will not be released until the VILLAGE Engineer is satisfied that no further erosion measures are required.

D. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the VILLAGE, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the VILLAGE Engineer prior to the issuance of any building permits.
4. The VILLAGE of Richfield has the right to trim and remove any features which would interfere with safe operation and maintenance of the VILLAGE right-of-ways and drainageways.

E. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the VILLAGE shall be obtained and placed by the VILLAGE, or by the DEVELOPER with approval of the VILLAGE, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the VILLAGE will be installed within five (5) working days of the placement of the first lift of asphalt.

F. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the VILLAGE Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the VILLAGE is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the VILLAGE may cause such work to be carried out and shall charge against the financial guarantee held by the VILLAGE pursuant to this agreement.

SECTION II. TIME OF COMPLETION IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER within the time periods as specified in that section.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the VILLAGE. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the VILLAGE Board. The one-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the VILLAGE, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the VILLAGE shall have the right to connect or integrate other improvements as the VILLAGE decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the VILLAGE Board of the VILLAGE of Richfield. All improvements will be accepted by the VILLAGE Board of the VILLAGE of Richfield by separate resolution at such time as such improvements are in acceptable form and according to the VILLAGE specifications. Said resolution shall be recorded, if needed, with the Washington County Register of Deeds. DEVELOPER will furnish proof to the VILLAGE, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the VILLAGE as set forth herein, the same shall be accepted by the VILLAGE Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or VILLAGE guidelines, specifications, regulations, laws and ordinances and approved by the VILLAGE Engineer.

SECTION VI. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the VILLAGE or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance (as described in Section III), by providing the VILLAGE with cash or a letter of credit in a form acceptable to the VILLAGE Attorney in an aggregate amount of fifteen (15%) percent of the total cost of all improvements. The DEVELOPER shall pay for any damages to VILLAGE property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the VILLAGE might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to VILLAGE property and/or improvements, and the VILLAGE is required to draw against the cash or letter of credit on file with the VILLAGE, the DEVELOPER is required to replenish said monies up to the aggregate amount of fifteen (15%) percent of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the VILLAGE Board at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the VILLAGE Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the VILLAGE of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the VILLAGE in the aforementioned notification, after notice has been sent as provided herein, the VILLAGE Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the VILLAGE Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the VILLAGE Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the VILLAGE Board as described in Section III. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the VILLAGE Board retains

the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the VILLAGE Board. Should the DEVELOPER fail to meet this requirement, the VILLAGE Board will may cause the work to be done and will thereafter bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the subject property or related activities on the subject property, the DEVELOPER shall correct such problems to the satisfaction of the VILLAGE Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the VILLAGE Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS:

The VILLAGE shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until Final Acceptance is granted by the VILLAGE Board as described in Section III.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the VILLAGE of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the VILLAGE Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the VILLAGE Board, the DEVELOPER shall file with the VILLAGE cash or a letter of credit setting forth terms and conditions in a form approved by the VILLAGE Attorney in the amount as approved by the VILLAGE Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than two years from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within the time period specified in this agreement.
- C. The letter of credit on file with the VILLAGE is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by VILLAGE Engineer, and in a form approved by the VILLAGE Attorney, to pay the costs of improvements in the Subdivision,

the DEVELOPER shall be deemed in violation of this agreement and the VILLAGE Board shall have the authority to draw upon the letter of credit.

The amount of the cash or letter of credit may be reduced by resolution of the VILLAGE Board as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

The lending institution providing the irrevocable letter of credit shall pay to the VILLAGE Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the VILLAGE shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. "RESERVED" FOR FUTURE USE:

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The VILLAGE reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the VILLAGE Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, VILLAGE Ordinance or the VILLAGE Engineer.

D. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the VILLAGE Board, VILLAGE Planner and VILLAGE Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

F. UNDERGROUND UTILITIES:

Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

Provide and submit to the VILLAGE requesting the same, valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the VILLAGE Engineer.

I. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the VILLAGE'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to the final approval of the final plat.

J. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

K. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and Final Acceptance has been granted by the VILLAGE Board as described in Section III. The VILLAGE shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the VILLAGE Engineer. If said debris is not cleaned up after notification, the VILLAGE will do so at the DEVELOPER'S and/or subject property owner's expense.

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

M. DIGGERS HOTLINE:

Developer's contractor shall notify Diggers Hotline and provide evidence of such notification to the Village Clerk before commencement of any land disturbing activities on the Subject Lands.

N. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

SECTION XIV. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the VILLAGE promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the VILLAGE in connection with this subdivision or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the VILLAGE pursuant to this agreement, or assessed against the subdivision land as a special charge pursuant to '66.0627, Wis. Stats.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the VILLAGE, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the VILLAGE, its officers, agents, employees and any independent contractors hired by the VILLAGE to perform services as to this subdivision and give the VILLAGE evidence of the same upon request by the VILLAGE.

SECTION XVI. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT PROPERTY shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the VILLAGE.

SECTION XVII. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the VILLAGE Chair of the VILLAGE Board, and/or the VILLAGE Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XVIII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the VILLAGE Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XIX. ZONING:

The VILLAGE does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the VILLAGE herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XX. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the VILLAGE, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the VILLAGE, County, State or federal government.

SECTION XXI. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the subject land is subject to a conditional preliminary plat approval and a conditional final plat approval by the VILLAGE of Richfield. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the subject property is attached hereto and incorporated herein as EXHIBIT C, and the conditional final plat approval for the subject property is incorporated herein as EXHIBIT D. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply. Should the Developer's agreement be recorded prior to approval of the final plat, the final plat approval conditions may be attached as EXHIBIT D after the final plat is approved.

SECTION XXII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the VILLAGE'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the subdivision. Notwithstanding the foregoing, or any other provision of this Agreement, it is expressly understood and agreed that any or all of the provisions of this agreement may be amended, modified, waived, and/or annulled by written amendment by and between the DEVELOPER and the VILLAGE alone pursuant to Section XXVI of this Agreement, without any requirement that the purchaser or owner of any lot or parcel of land in the Subdivision, or the holder of any interest in any lot or parcel of land in the subdivision, join in or consent to same.

SECTION XXIII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the VILLAGE. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXIV. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development of the subdivision.

SECTION XXV. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the subject lands.

SECTION XXVI AMENDMENTS:

The VILLAGE and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the VILLAGE Board. The VILLAGE shall not, however, consent to an amendment until after first having received a recommendation from the VILLAGE'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the VILLAGE have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

CONNSHER LLC

By: _____

Authorized Signatory-Constance O'Mara-Heyden

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above-named _____, Authorized Signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI

My commission expires: _____

VILLAGE OF _____
_____ COUNTY, WISCONSIN

VILLAGE President

VILLAGE Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the
above-named _____, VILLAGE President, and
_____, VILLAGE Clerk, of the above-named municipal corporation,
to me known to be the persons who executed the foregoing instrument and to me
known to be such individual and VILLAGE Clerk of said municipal corporation and
acknowledged that they executed the foregoing instrument as such officers as the deed
of said municipal corporation by its authority and pursuant to the authorization by the
VILLAGE Board from their meeting on the _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

VILLAGE Attorney

As Revised November 1, 2013

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EXHIBIT "A"

Description:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 23, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin described as follows:

Commencing at the SE corner of the SE 1/4 said Section 23-9-19, said point also being the point of beginning of lands to be described; thence S 88°51'08" W -- 231.13 feet along the south line of the SE 1/4 of said Section 23-9-19 to the water's edge of Bark Lake; thence westerly -- 860± feet along the water's edge of Bark Lake to the south line of the SE 1/4 of said Section 23-9-19; thence S 88°51'08" W -- 13.64 feet along said south line; thence N 06°37'21" W -- 115.40 feet; thence S 88°54'36" W -- 367.35 feet; thence N 01°01'57" W -- 1211.78 feet to the north line of the SE 1/4 of the SE 1/4 of said Section 23-9-19; thence N 88°54'49" E -- 1318.21 feet along said north line to the east line of the SE 1/4 of said Section 23-9-19; thence S 01°30'58" E -- 1325.63 feet along said east line to the point of beginning.

Said parcel contains 37.30± acres.

Exhibit C. Village Board approval of Preliminary Plat (November 20, 2013)

Specific Conditions of Approval:

1. The developer shall submit deed restrictions for the subdivision to the Plan Commission and Village Board for review and approval. Such deed restrictions shall address rights of the property owners to access Bark Lake. Any such use shall be in compliance with all state laws and in particular all laws regarding the joint use of lake frontage by multiple property owners. In no event shall pyramiding or joint use by any or all of the lot owners of the lake frontage be allowed.
2. The developer shall add/revise notations on the face of the plat as required by the village planner and village engineer with regard to the stormwater management pond and access to the same, ownership and future potential uses of outlots, and other matters deemed necessary.
3. The developer shall provide all necessary dedications to the village as may be required by the village engineer.
4. The final plat shall comply with all requirements in chapter 330 of the village code (subdivision regulations).
5. In addition to other required information, the final plat shall include the boundary of the 100-year floodplain in effect on the date of this approval along with a notation as to the source and the basis for establishing the base flood elevation.
6. The final plat shall include the remainder of the subject property as an Outlot.
7. Prior to any construction or any land-altering activity, the developer shall comply with all of the following:
 - (a) The Wisconsin Department of Natural Resources must certify the wetland delineation conducted by Stantec.
 - (b) The developer shall obtain all necessary approvals for onsite septic systems meeting village, county, and state requirements.
 - (c) The developer shall obtain all necessary permits and approvals from the Village of Richfield, Washington County, the state of Wisconsin, or the federal government as may be required for any construction or land-altering activity.
 - (d) The developer shall apply for a groundwater permit pursuant to the requirements and procedures in Chapter 167 of the municipal code and obtain approval of the same from the village administrator.
 - (e) The developer shall submit a developer agreement to the Village Board and obtain approval of the same from the Village Board. Such agreement shall address the improvements and other matters and shall be based on the most current version of the model agreement as prepared by the village attorney.
 - (f) The developer shall submit a letter of credit or cash for the improvements in an amount as approved by the village engineer and in a form as approved by the village attorney.
 - (g) The developer shall submit a landscaping plan to the Plan Commission and obtain approval of the same from the Plan Commission. Such landscaping plan shall address usage of the open space, lake frontage, piers on Bark Lake, and structures and other site amenities planned for the common area. With regard to the piers on Bark Lake, the developer shall provide details regarding the number of piers allowed by state law, their location and length, usage, and any other matters deemed appropriate by the Plan Commission. In no event, shall pyramiding of the permitted pier(s) be allowed.
 - (h) The developer shall submit a stormwater management plan to the village engineer and obtain approval of the same from the village engineer.
 - (i) The developer shall submit an erosion control plan to the village engineer and obtain approval of the same from the village engineer.
 - (j) The developer shall submit all construction plans for the cul-de-sac road and the accel and decel lanes on Bark Lake Road to the village engineer and obtain approval of the same from the village engineer.

8. The final plat shall show public access from the end of Tranquility Court to Bark Lake as required in s. 236.16(3), Wis. Stats.

General Conditions of Approval:

1. The developer shall satisfy all comments, conditions, and concerns of the village engineer, the village planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Washington County.
2. Prior to the Village signing the final plat, the developer shall submit to the village administrator and receive approval as to form the village attorney and as to the amount from village engineer, a letter of credit or cash.
3. The developer shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
4. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.
5. Prior to the signing of the final plat all of the conditions of approval for the preliminary plat must be satisfied.

Exhibit D. Village Board approval of Final Plat

To be incorporated upon adoption

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**

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COURT COMMISSIONER
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RICK D. TRINDL
JULIE A. AQUAVIA
PAUL E. ALEXY
R. VALJON ANDERSON

February 7, 2014

Jim Healy
Interim Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Village of Richfield
Bark Lake Estates
Deed Restrictions**

Dear Mr. Healy:

I received your request that I review the draft Declaration, Covenants, Conditions and Restrictions of Bark Lake Estates Subdivision. I also received the comments from the Village Planner in this regard. I have had an opportunity to carefully consider this matter.

Based upon my review I have the following comments, questions, concerns and recommendations in this regard:

1. I concur in the Planner's recommendations as noted in his email message of January 24, 2014. A few of his comments were directed to my attention, and I will address those issues along with my general review comments, below.
2. On page 1, in the last paragraph of the Recitals, second line, the word "restrictions" is repeated and perhaps it was meant to say: "...imposes certain provisions, ~~restrictions~~covenants, restrictions, conditions,..."
3. In Article 1, Section 1.7, should the berm on Lot 7 be described as a common improvement, based upon the description of this issue in Section 6.6(b)? If so, a sentence could be added at the end of Section 1.7 to say:

The landscape berm on Lot 7, as further described in Section 6.6(b), is also a Common Improvement.

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Jim Healy, Interim Village Administrator
February 7, 2014
Page 2

4. I recommend that the following phrase in Article 5, Section 5.1 be deleted:

~~(3) the establishment of offices by the Declarant or its agents for sales of Lots or by the Association for conducting its affairs.~~

Such office use is not a permitted residential use in the Village, to my knowledge.

5. Article 6, Section 6.1(b), at the top of page 10, refers to the Master Lot Grading Plan. Substantially similar language appears on page 15 in Section 6.6(f), and this is also addressed on page 14, in Section 6.6(a). Grading is also addressed in Article 7. I believe this could be addressed more concisely, by eliminating some of the duplicate provisions. More importantly, these sections all must mirror Section XIII(D) of the Developer's Agreement, and I recommend the following changes in this regard:

- a. On page 10, delete the last line of Section 6.1(b):

~~Any deviation from the Master Grading Plan exceeding 0.25 feet (3 inches) shall receive Village Engineer approval prior to construction.~~

- b. On page 14, in Section 6.6(a), delete the same sentence:

~~Any deviation from the Master Grading Plan exceeding 0.25 feet (3 inches) shall receive Village Engineer approval prior to construction.~~

- c. On page 16, in Article 7, Section 1.7, in seventh line delete this phrase:

~~...shall have the right to enter upon any lot, upon twenty-four (24) hours written notice, for the purpose of inspection...~~

6. On page 18, in Article 9, in Section 9.1 delete the last sentence:

~~If no action is taken by the Village Board within sixty (60) days from the Village Board's receipt of a written request from the Declarant to amend this Declaration, on or before December 31, 2015, the approval shall be deemed made.~~

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Jim Healy, Interim Village Administrator
February 7, 2014
Page 3

7. I recommend several changes in Article 11, Section 11.1(a), due to the fact that office uses are not permitted in residential districts in the Village, to my knowledge:

(a) may use the Outlots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots ~~including, but not limited to, including~~ maintaining a sales and/or rental office or offices ~~models and signs and/or showing the Lots~~. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, ~~without Declarant's express written consent~~ to locate a general office operation in any such model home,...

8. Also with regard to Section 11.1, the language that follows the language quoted above states that model homes to facilitate sales of lots or sales of buildings on lots may be permitted for a period not to exceed 24 months from the date of issuance of a certificate of occupancy. This, while not an office use, may not strictly be a residential use, either. I know that we have faced these issues in the past regarding development offices and model homes in the Village of Richfield, and I know that we drafted an ordinance in 2005 to address the issue, and allow model homes upon issuance of a permit, subject to a number of limitations. I do not see that ordinance in the current Village Code, however. Please carefully consider this issue, and I can research this further on request. Absent your request, it will be my understanding that we do not object to model homes being used for a period of 24 months to facilitate sales of lots or sales of buildings on lots.

9. We certainly reserve the right to enforce our applicable laws, regardless of what this document might say, of course. I recommend that this be emphasized in Article 12, Section 12.3, by adding the following language to the end of that section:

The Declarant its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, orders, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than as stated in this Declaration. In the event there is a conflict between the requirements of this Declaration and any provisions of the Village, County, State or federal law or regulation or lawful order, the more restrictive provision shall apply.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Jim Healy, Interim Village Administrator
February 7, 2014
Page 4

10. Typically, deed restrictions would give the Village the authority, but not the obligation, to maintain certain facilities throughout the subdivision, and to special charge the property owners if we do this work. There is language along these lines in Article 6, Section 6.6(a), however this appears to relate solely to drainage easements and detention areas, and that is insufficient in all likelihood, and it also does not expressly state that the Village has no obligation to do this work. I have the following recommendations:

- a. I recommend that the following sentence be added to the end of Section 6.6(a):

Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

- b. I recommend that a new paragraph be added in Article 4, as Section 4.3, to more broadly authorize the Village, but not obligate the Village, to take action regarding deficiencies within the subdivision:

4.3 Village Discretionary Authority. In the event the Association does not properly landscape or maintain any Common Area or Common Improvement, or properly maintain any signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Area or Common Improvements and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Richfield will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area or Common Improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Richfield shall then have the authority to landscape and/or maintain any such Common Area or Common Improvement and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Richfield, charges shall become a lien upon the lot owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's Lot as provided in Section 66.0627, Wis. Stats. Nothing herein shall

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Jim Healy, Interim Village Administrator
February 7, 2014
Page 5

be interpreted to impose an obligation on the Village of Richfield to
take any particular action at any time.

11. The Village Planner asked whether there should be an indemnification clause for the Village of Richfield. I am not aware of any liability risks that the Village might have the matter. We typically do not require that indemnification be stated within deed restrictions. We do have indemnification through the Developer's Agreement, of course. If there are any particular risks that give rise to this question, I would be happy to consider this further.
12. We have encountered situations in recent years where Developers have failed to create the Owners' Associations and Architectural Control Committees that are required by the Declaration of Restrictions for the subdivision. When those subdivisions failed, and the Developers fled the project or went bankrupt, the lot owners were left to try to create these institutions that were intended to be created to govern the subdivision, which at times can be a complicated problem for the lot owners to solve. You may want to require that the Developer create the Association and Architectural Control Committee that are contemplated by these documents, prior to accepting these terms.
13. Note that Article 12 describes remedies in the event the restrictions are not followed, without giving any specific remedies to the Village of Richfield. The Village will have the right, but not the obligation, to address maintenance issues if the changes I have noted above are made, but nothing in the document gives the Village the ability to enforce other requirements of the restrictions, such as minimum house size requirements, exterior feature requirements, and, etc. If there are any particular provisions of these restrictions that you would like the Village to have the authority to enforce, please advise and I can consider these issues further. On the other hand, many of my clients prefer not to become involved in such issues, which they believe are primarily private matters for the lot owners to determine and enforce.
14. I noted a number of typographical issues, in addition to the ones noted by the Village Planner. I did not review the document with this editorial purpose, but I will note these matters, which should be corrected, and in addition the document should be carefully edited to ensure that there are no other typographical concerns:

LAW OFFICES OF
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Jim Healy, Interim Village Administrator
February 7, 2014
Page 6

- a. In Section 2.5, fourth line, the word "and" is intended to be the word "an": "...proposal submitted by ~~and~~an Owner..."
- b. On page 6, in Section 3.4, second line, the word "of" is intended to be the word "or": "...Owner ~~of~~or a Mortgagee..."
- c. On page 6, in Section 5.1, in the next to the last line on the page the word "any" is intended to be the word "and": "...to the other provisions hereof ~~any~~and Rules related thereto..."
- d. On page 7, in Section 5.2(a), fourth line, the word "us" is intended to be the word "use": "...otherwise ~~us~~use a vehicle..."
- e. On page 12, in Section 6.4(a), third line, a blank space is needed between the word "of" and the number "4,547".
- f. On page 19, in Section 13.1, first line, the word "outlet" is intended to be the word "outlot."

If you should have any questions or concerns in this regard, please do not hesitate to contact me.

Thank you for referring this matter to me. I was happy to be of service to the Village of Richfield in this regard.

Yours very truly,

ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

John P. Macy

John P. Macy

JPM/bes

cc: Tim Schwecke, Village Planner
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